

Bk.

MODIFICATION

INSTRUMENT NO. 80-110

REQUEST FOR MODIFICATION TO CONTRACT # 79-27

REQUEST DATE

DETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: City of Woodland - Sanitary
House Sewer Service Connection/Replacement

MOD # 002

Changes herein will have the following effect on federal government funds in this contract -

☐ Unchanged ☐ Increased by \$ ☒ Decreased by \$ 13,225

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend project expiration date so as to allow for the transition of remaining participants.

FILED

MODIFICATION

APPROVED

1. The attached budget supersedes all previous modifications.

PETER McNAMEE, Clerk

By Robert McNamee
DEPUTY

2. The term of the contract is extended to March 31, 1980

\$35,274

New grant total and fixed price

Thos. A. Peterson

Signature of program operator

4-8-80
Date

Recommendation and/or comments by staff:

☒ Approve

☐ Disapprove

Recommendation of the MAPC

☒ Approve

☐ Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board.
Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Thom J. Thompson

Signature of Authorized Officer

Date

10-1-79

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-27

☐ ORIGINAL

☒ REVISION NO. 002

DATE 3-24-80

Subgrantee Name and Address:

Contact Person: A. L. Hiatt

City of Woodland

Phone 662-5416

300 First Street

Period: From 2-1-79 To 3-31-80

Woodland, CA 95695

Program Name: Sanitary House Sewer Service
Connections/Replacement

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	2-1-79 to 1-31-80								
DEC.						32,996			32,996
JAN.									
FEB.						1,139			1,139
MAR.						1,139			1,139
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						35,274			35,274

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPP.	
OCT.								
NOV.	2-1-79 to 1-31-80							
DEC.			26,637	6,359				32,996
JAN.								
FEB.			899	240				1,139
MAR.			899	240				1,139
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			28,435	6,839				35,274

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Thomas A. Peterson, City Manager

Name and Title of Authorized Official

Thomas A. Peterson

Signature

[Signature]
Fiscal Officer

Date

[Signature]
CETA Director

Date

POSITION LISTING

TITLE VI PROJECTS

City of Woodland

Sanitary House Sewer Service Connections/Replacement

	<u>Position</u>	<u>Salary</u> <u>2-1-79</u>	<u>Benefits</u> <u>to 1-31-80</u>	<u>Total</u>
One	Engineering Aide I	\$10,828	\$1,893	\$12,721
Five	Maintenance Worker I	15,809	4,466	20,275

		<u>Salary</u> <u>2-1-80</u>	<u>Benefits</u> <u>to 3-31-80</u>	<u>Total</u>
One	Engineering Aide I (899/240)	1,798	480	2,278
	Total	<u>\$28,435</u>	<u>\$6,839</u>	<u>\$35,274</u> ①

① Total reduced by amount of unfilled positions. Mod. 001 contained \$14,360.00 that should not have been included in the total amount expended to date as it belonged to contract #78-280 for the period 12-1-78 to 1-31-79.

BK

MODIFICATION

80-111

REQUEST FOR MODIFICATION TO CONTRACT # 79-28

REQUEST DATE 3-24-80

DETA TITLE: VI Projects
 City of Woodland
 PROGRAM NAME: Public Fire Safety Program

CORRESPONDS TO ANNUAL PLAN MOD # N/A
 MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$11,459 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend the project expiration date so as to allow time for completion of project goals and, thereby, increase the number of individuals to be served. Forty Percent (40%) of overall project goals are incomplete, project extension will allow for 100% completion of stated goals.

MODIFICATION

1. The attached budget supersedes all previous budgetary agreements.
2. The term of the contract is extended to July 18, 1980.
3. The attached special conditions are added as stipulations to the contract modification and supersedes all related agreements prior to this modification.
4. The attached contract provisions replace those of the original contract effective April 1, 1980.

\$45,767

New grant total and fixed price

Her. A. Stenson
 Signature of program operator

4-6-80

Date

Recommendation and/or comments by staff:

FILED

☒ Approve☐ Disapprove

APR 18 1980

PETER McNAMEE, Clerk

BY *Peter McNamee*

Recommendation of the MAPC

DEPUTY

☒ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board.
 Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Lynne J. Thompson
 Signature of Authorized Officer

Date

10-1-79

Effective date of modification

YOLB COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-28

☐ ORIGINAL

☒ REVISION NO. 001

DATE 3-24-80

Subgrantee Name and Address:

Contact Person: Al Feuerstein

City of Woodland

Phone 662-5416 Ext. 21

300 First Street

Period: From 2-1-79 To 7-18-80

Woodland, CA 95695

Program Name: Public Fire Safety Prevention

Program

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-1-79 to 1-31-80					34,669			34,669
DEC.									
JAN.									
FEB.						2,018			2,018
MAR.						2,018			2,018
APR.						2,018			2,018
MAY						2,018			2,018
JUNE						2,018			2,018
JULY						1,008			1,008
AUG.									
SEPT.									
TOTAL						45,767			45,767

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-1-79 to 1-31-80		28,629	6,040				34,669
DEC.								
JAN.								
FEB.			1,668	350				2,018
MAR.			1,668	350				2,018
APR.			1,668	350				2,018
MAY			1,668	350				2,018
JUNE			1,668	350				2,018
JULY			834	174				1,008
AUG.								
SEPT.								
TOTAL			37,803	7,964				45,767

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Thomas A. Peterson, City Manager
Name and Title of Authorized Official

Signature

Fiscal Officer

Date

CETA Director

Date

POSITION LISTING

TITLE VI PROJECTS

City of Woodland

Public Fire Safety Program

<u>Position</u>	<u>Salary</u> <u>3-1-79</u>	<u>to</u>	<u>Benefits</u> <u>1-31-80</u>	<u>Total</u>
Three Administrative Aide	28,629		6,040	34,669
	<u>Salary</u> <u>2-1-80</u>	<u>to</u>	<u>Benefits</u> <u>7-18-80</u>	
Two Administrative Aide (834/175)	<u>9,174</u>		<u>1,924</u>	<u>11,098</u>
Total	<u>37,803</u>		<u>7,964</u>	<u>45,767</u>

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to June 27, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 28 - July 18, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS

P. A. Stenson

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No.

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program :

Mailing Address :

City :

Phone:

Program Director:

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the _____
_____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin _____,
8 and shall end _____, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ _____,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calender
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

/////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

1 agency set forth therein. Generally it is expected that grant property
2 will be retained and used throughout its useful life in the grant
3 program for which it was acquired or if that program is terminated, or
4 if the property is no longer needed in the program, in any other similar
5 program of SUBGRANTEE, or PRIME SPONSOR.

- 6 (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property
7 shall comply with 41 CFR §29-70.215-7 a copy to which is attached
8 hereto and incorporated by this reference.

9 14. Program Income

- 10 (a) All income generated as a result of CETA activities may be retained
11 by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of
12 two (2) years from the expiration of this SUBGRANT and shall be used
13 by SUBGRANTEE to carry out any CETA activity authorized by this
14 SUBGRANT.
- 15 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
16 may retain this income, at the discretion of PRIME SPONSOR, for two
17 (2) years after expiration of this SUBGRANT and apply it to the costs
18 of the project. If the project is not continued beyond the expiration
19 date of this SUBGRANT, the conditions in part (a) of this section
20 shall apply.
- 21 (c) SUBGRANTEE shall make monthly reports on the expenditure of this
22 income on forms approved by PRIME SPONSOR.
- 23 (d) Income which remains unexpended beyond the applicable time periods
24 set forth in parts (a) and (b) of this section shall be returned to
25 the PRIME SPONSOR.

26 15. Contingent Fee

27 SUBGRANTEE warrants that no person, selling agency or other organization
28 has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act of 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

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States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. _____.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date) _____ 19 _____

(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
1. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date) 19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

BK.

MODIFICATION

80-772

REQUEST FOR MODIFICATION TO CONTRACT # 79-29

REQUEST DATE 3-24-80

META TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: City of Woodland
Home Fire Safety Survey Project

MOD # 003 (*)

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$15,737 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To expand the project scope so as to insure survey inclusion and literature dissemination to those residents not contacted during the initial run, i.e., re-contact those households where no one was home during the initial survey.

MODIFICATION (*) Mod 002 was shown as Mod 001.

1. The attached budget supersedes all previous modifications.
2. The term of the contract is extended to July 18, 1980.
3. The attached special conditions are added as stipulations to the contract modification.
4. The attached contract provisions replace those of the original contract effective April 1, 1980.

\$67,875

New grant total and fixed price

Signature of program operator

4-8-80

Date

Recommendation and/or comments by staff

FILED

☒ Approve☐ Disapprove

APR 18 1980

PETER McNAMEE, Clerk

By *Peter McNamee*

DEPUTY

Recommendation of the MAPC

☒ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board.
Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer

Date

10-1-79

Effective date of modification

YOLCO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-29

☐ ORIGINAL

☒ REVISION NO. 003

DATE 3-24-80

Subgrantee Name and Address:

Contact Person: Al Feuerstein

City of Woodland

Phone 662-5416 Xt. 21

300 First Street

Period: From 3-1-79 To 7-18-80

Woodland, CA 95695

Program Name: Home Fire Safety Survey Project

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-1-79 to 2-29-80					50,575			50,575
DEC.									
JAN.									
FEB.									
MAR.						3,844			3,844
APR.						3,844			3,844
MAY						3,844			3,844
JUNE						3,844			3,844
JULY						1,924			1,924
AUG.									
SEPT.									
TOTAL						67,875			67,875

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-1-79 to 2-29-80		39,491	11,084				50,575
DEC.								
JAN.								
FEB.								
MAR.			3,032	812				3,844
APR.			3,032	812				3,844
MAY			3,032	812				3,844
JUNE			3,032	812				3,844
JULY			1,516	408				1,924
AUG.								
SEPT.								
TOTAL			53,135	14,740				67,875

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Thomas A. Peterson, City Manager

Name and Title of Authorized Official

Signature

Fiscal Officer

CETA Director

Date

Date

POSITION LISTING

TITLE VI PROJECTS

City of Woodland

Home Fire Safety Survey Project

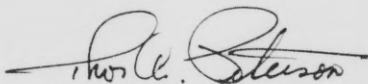
<u>Position</u>	<u>Salary</u> <u>3-1-79</u>	<u>to</u>	<u>Benefits</u> <u>2-29-80</u>	<u>Total</u>
Five Safety Surveyor	39,491		11,084	50,575
	<u>Salary</u> <u>3-1-80</u>	<u>to</u>	<u>Benefits</u> <u>7-18-80</u>	
Four Safety Surveyor (758/203)	13,644		3,656	17,300
Total	<u>53,135</u>		<u>14,740</u>	<u>67,875</u>

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to June 27, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 28 - July 18, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS

A handwritten signature in dark ink, appearing to read "R. C. Stenson". The signature is fluid and cursive, with a long horizontal line extending from the left side of the name.

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No. _____

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee
--	------------

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program :	
Mailing Address :	
City :	Phone:
Program Director:	

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature	By Signature
Name and Title	Name and Title
Date	Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19 _____, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the _____ hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin _____, and shall end _____, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ _____, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
8 (c) If SUBGRANTEE maintains a pattern of discrimination.
9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

1 agency set forth therein. Generally it is expected that grant property
2 will be retained and used throughout its useful life in the grant
3 program for which it was acquired or if that program is terminated, or
4 if the property is no longer needed in the program, in any other similar
5 program of SUBGRANTEE, or PRIME SPONSOR.

- 6 (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property
7 shall comply with 41 CFR §29-70.215-7 a copy to which is attached
8 hereto and incorporated by this reference.

9 14. Program Income

- 10 (a) All income generated as a result of CETA activities may be retained
11 by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of
12 two (2) years from the expiration of this SUBGRANT and shall be used
13 by SUBGRANTEE to carry out any CETA activity authorized by this
14 SUBGRANT.
- 15 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
16 may retain this income, at the discretion of PRIME SPONSOR, for two
17 (2) years after expiration of this SUBGRANT and apply it to the costs
18 of the project. If the project is not continued beyond the expiration
19 date of this SUBGRANT, the conditions in part (a) of this section
20 shall apply.
- 21 (c) SUBGRANTEE shall make monthly reports on the expenditure of this
22 income on forms approved by PRIME SPONSOR.
- 23 (d) Income which remains unexpended beyond the applicable time periods
24 set forth in parts (a) and (b) of this section shall be returned to
25 the PRIME SPONSOR.

26 15. Contingent Fee

27 SUBGRANTEE warrants that no person, selling agency or other organization
28 has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- (c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.
- (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.
- (e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. _____.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date) 19

(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

MODIFICATION

80-113

REQUEST FOR MODIFICATION TO CONTRACT # 79-30

REQUEST DATE

CETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: Diogenes Youth Services - Youth
Needs Assessment Survey

MOD # 002

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$ 1,578 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend the project expiration date so as to expand the scope and design to disseminate the survey results county-wide.

FILED

APR 11 1980

PETER McNAMEE, Clerk

By Peter Thompson
DEPUTY

MODIFICATION

1. The attached budget supersedes all previous modifications.
2. The term of the contract is extended to July 18, 1980.
3. The attached special conditions are added as stipulations to the contract modification and supersede all related agreements prior to this modification.
4. The attached contract provisions replace those of the original contract effective April 1, 1980.

\$29,892

New grant total and fixed price

Signature of program operator Peter Thompson Date 7-7-80

Recommendation and/or comments by staff:

☒ Approve ☐ Disapprove

Recommendation of the MAPC

☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MAPCER ADMINISTRATION:

- ☐ Request for modification denied
- ☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Thompson
Signature of Authorized Officer Date10-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-30

☐ ORIGINAL

☒ REVISION NO. 002

DATE 3-24-80

Subgrantee Name and Address:

Contact Person: Bob Hallatt

Diogenes Youth Services

Phone 756-5668

421 Drake Drive

Period: From 3-15-79 To 7-18-80

Davis, CA 95616

Program Name: Youth Needs Assessment Survey

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-15-79	to 2-29-80				18,910			18,910
DEC.									
JAN.									
FEB.									
MAR.						2,440			2,440
APR.						2,440			2,440
MAY						2,440			2,440
JUNE						2,440			2,440
JULY						1,222			1,222
AUG.									
SEPT.									
TOTAL						29,892			29,892

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-15-79	to 2-29-80	17,470	1,440				18,910
DEC.								
JAN.								
FEB.								
MAR.			2,165	275				2,440
APR.			2,165	275				2,440
MAY			2,165	275				2,440
JUNE			2,165	275				2,440
JULY			1,084	138				1,222
AUG.								
SEPT.								
TOTAL			27,214	2,678				29,892

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Ronald Christensen, Exec. Dir.
Name and Title of Authorized Official

[Signature]
Fiscal Officer

[Date]
Date

[Signature]
Signature

[Signature]
CETA Director

[Date]
Date

POSITION LISTING

TITLE VI PROJECTS

Diogenes Youth Services

Youth Needs Assessment Survey

	<u>Position</u>	<u>Salary</u> <u>3-15-79 to</u>	<u>Benefits</u> <u>2-29-80</u>	<u>Total</u>
One	Survey Coordinator	\$ 9,711	\$ 687	\$10,398
One	Research Assistant	4,565	521	5,086
One	Typist Clerk	3,194	232	3,426

		<u>Salary</u> <u>3-1-80 to</u>	<u>Benefits</u> <u>7-18-80</u>	
One	Survey Coordinator (875/100)	3,938	450	4,388
One	Research Assistant (645/100)	2,903	450	3,353
One	Typist Clerk	<u>2,903</u>	<u>338</u>	<u>3,241</u>
	Total	<u>\$27,214</u>	<u>\$2,678</u>	<u>\$29,892</u>

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to June 27, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 28 - July 18, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS

A handwritten signature in dark ink, consisting of a series of loops and a long horizontal stroke, is written over the underlined text.

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No.

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program :

Mailing Address :

City :

Phone:

Program Director:

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19 ____
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the _____
_____ hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin _____, and shall end _____, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ _____, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

28 /////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

- (a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.
- (b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

- 6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.
- 11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.
- 16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

- 24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

1 agency set forth therein. Generally it is expected that grant property
2 will be retained and used throughout its useful life in the grant
3 program for which it was acquired or if that program is terminated, or
4 if the property is no longer needed in the program, in any other similar
5 program of SUBGRANTEE, or PRIME SPONSOR.

- 6 (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property
7 shall comply with 41 CFR §29-70.215-7 a copy to which is attached
8 hereto and incorporated by this reference.

9 14. Program Income

- 10 (a) All income generated as a result of CETA activities may be retained
11 by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of
12 two (2) years from the expiration of this SUBGRANT and shall be used
13 by SUBGRANTEE to carry out any CETA activity authorized by this
14 SUBGRANT.
- 15 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
16 may retain this income, at the discretion of PRIME SPONSOR, for two
17 (2) years after expiration of this SUBGRANT and apply it to the costs
18 of the project. If the project is not continued beyond the expiration
19 date of this SUBGRANT, the conditions in part (a) of this section
20 shall apply.
- 21 (c) SUBGRANTEE shall make monthly reports on the expenditure of this
22 income on forms approved by PRIME SPONSOR.
- 23 (d) Income which remains unexpended beyond the applicable time periods
24 set forth in parts (a) and (b) of this section shall be returned to
25 the PRIME SPONSOR.

26 15. Contingent Fee

27 SUBGRANTEE warrants that no person, selling agency or other organization
28 has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

28 /////

1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

26 /////

27 /////

28 /////

1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. _____.

4 33. Federal Regulations

5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

8 COUNTY OF YOLO, PRIME SPONSOR

9
10 _____
(Signature of Authorized Officer)

11
12 _____
(Title of Authorized Officer)

13
14
15 _____
(Legal Name of SUBGRANTEE)

16
17
18 _____
(Signature of Authorized Officer)

19
20
21 _____ 19 _____
(Date) (Title of Authorized Officer)

22
23 ////
24 ////
25 ////
26 ////
27 ////
28 ////

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USC1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

RECEIVED JUL 15 1980

EDD Reg # 79004483

Amend #3

MODIFICATION

AGREEMENT NO. 80-114

REQUEST FOR MODIFICATION TO CONTRACT # 79-34

REQUEST DATE

CETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: State CETA Office - Services to
Migrant and Rural Farmworkers

MOD # 003

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$ 3,366 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend project expiration date so as to allow for the completion of stated goals and to allow for the establishment of liason with the Department of Rural Mental Health. Fifty percent (50%) of overall project goals are incomplete, project extension will allow for a 100% completion of stated goals.

FILED

MODIFICATION

JUL 16 1980

1. The attached budget supersedes all previous modifications.
2. The term of the contract is extended to June 19, 1980.
3. The attached special contions are added as stipulations to the contract modification and supersede all related agreements prior to this modification.
4. The attached contract provisions replace those of the original contract effective April 1, 1980.

PETER McNAMEE, Clerk

By Redie McNamee

\$19,897

New grant total and fixed price

L. L. Jimenez

Grants Sec.

Signature of program operator Date JUL 11 1980

Recommendation and/or comments by staff:

☒ Approve ☐ Disapprove

Recommendation of the MAPC

☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

- ☐ Request for modification denied
- ☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

APR 1 - 1980

Signature of Authorized Officer Date

10-1-79

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-34

☐ ORIGINAL

☒ REVISION NO. 003

DATE 3-24-80

Subgrantee Name and Address:

Contact Person: Cynde Jackson

State CETA Department of Mental Health

Phone 322-8982

711 N Street

Period: From 3-1-79 To 6-19-80

Sacramento, CA 95814

Program Name: Services to Migrant & Rural Farmworkers

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-1-79 to 2-29-80					16,194			16,194
DEC.									
JAN.									
FEB.									
MAR.						1,010			1,010
APR.						1,010			1,010
MAY						1,010			1,010
JUNE						673			673
JULY									
AUG.									
SEPT.									
TOTAL						19,897			19,897

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-1-79 to 2-29-80		14,451	1,743				16,194
DEC.								
JAN.								
FEB.								
MAR.			899	111				1,010
APR.			899	111				1,010
MAY			899	111				1,010
JUNE			599	74				673
JULY								
AUG.								
SEPT.								
TOTAL			17,747	2,150				19,897

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

For CETA Approval Only:

Name and Title of Authorized Official

Fiscal Officer

Date

Signature

CETA Director

Date

POSITION LISTING

TITLE VI PROJECTS

State CETA Office

Services to Migrant & Rural Farmworkers Project

	<u>Position</u>	<u>Salary</u> <u>3-1-79</u>	<u>to</u>	<u>Benefits</u> <u>2-29-80</u>	<u>Total</u>
One	Assistant Clerk	\$ 9,708		\$1,262	\$10,970
One	Research Technician	4,743		481	5,224

		<u>Salary</u> <u>3-1-80</u>	<u>to</u>	<u>Benefits</u> <u>6-19-80</u>	<u>Total</u>
One	Management Services Technician ^① (899/111)	<u>3,296</u>		<u>407</u>	<u>3,703</u>
	Total	<u>\$17,747</u>		<u>\$2,150</u>	<u>\$19,897</u>

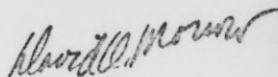
① Position title was changed from Research Technician to Management Services Technician effective 3-1-80.

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to May 29, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. May 29 - June 19, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS



L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No. _____Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee _____

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and _____ hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : _____

Mailing Address : _____

City : _____

Phone: _____

Program Director: _____

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19____
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the _____
_____ hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-
444, and PL 95-524), hereinafter referred to as CETA and as such by Code of
Federal Regulations is charged with the basic responsibilities of a Prime
Sponsor and the parts and sections of CETA referred to therein, which
provides as follows:

- (a) Compliance with plans and assurances.
- (b) Compliance with Part 676 of the Regulations.
- (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
- (d) Providing job training and employment opportunities for economically
disadvantaged, unemployed, or underemployed persons which will result
in an increase in their earned income and assuring that training and
other services lead to maximum employment opportunities and enhance
self sufficiency by establishing a flexible, coordinated, and de-
centralized system of programs (CETA Sec. 2).
- (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve
grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue
of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction
of County, and desires to operate a program strictly in accordance with that
statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f)

(g)

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin _____, and shall end _____, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ _____, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

/////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

1 agency set forth therein. Generally it is expected that grant property
2 will be retained and used throughout its useful life in the grant
3 program for which it was acquired or if that program is terminated, or
4 if the property is no longer needed in the program, in any other similar
5 program of SUBGRANTEE, or PRIME SPONSOR.

- 6 (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property
7 shall comply with 41 CFR §29-70.215-7 a copy to which is attached
8 hereto and incorporated by this reference.

9 14. Program Income

- 10 (a) All income generated as a result of CETA activities may be retained
11 by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of
12 two (2) years from the expiration of this SUBGRANT and shall be used
13 by SUBGRANTEE to carry out any CETA activity authorized by this
14 SUBGRANT.
- 15 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
16 may retain this income, at the discretion of PRIME SPONSOR, for two
17 (2) years after expiration of this SUBGRANT and apply it to the costs
18 of the project. If the project is not continued beyond the expiration
19 date of this SUBGRANT, the conditions in part (a) of this section
20 shall apply.
- 21 (c) SUBGRANTEE shall make monthly reports on the expenditure of this
22 income on forms approved by PRIME SPONSOR.
- 23 (d) Income which remains unexpended beyond the applicable time periods
24 set forth in parts (a) and (b) of this section shall be returned to
25 the PRIME SPONSOR.

26 15. Contingent Fee

27 SUBGRANTEE warrants that no person, selling agency or other organization
28 has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

28 /////

1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

26 /////

27 /////

28 /////

1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. _____.

4 33. Federal Regulations

5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

8 COUNTY OF YOLO, PRIME SPONSOR

9 _____
10 (Signature of Authorized Officer)

11 _____
12 (Title of Authorized Officer)

13 _____
14 (Legal Name of SUBGRANTEE)

15 _____
16 (Signature of Authorized Officer)

17 _____
18 _____
19 _____
20 _____
21 _____ 19 _____
22 (Date)

23 _____
24 (Title of Authorized Officer)

25 ////

26 ////

27 ////

28 ////

////

////

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsupervised employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

RECEIVED JUL 15 1980

MODIFICATION

EDD Reg # 79009493

Item # 2

AGREEMENT NO. 80-115

REQUEST FOR MODIFICATION TO CONTRACT # 79-36

REQUEST DATE 3-24-80

CETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: State CETA Office - Personnel
Services/Delivery System

MOD # 002

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$ 6,284 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Decrease contract by two unfilled positions as of 2-1-80. Project expiration date is extended so as to complete original project goals and to develop funding sources for economically disadvantaged and the handicapped. Twenty-five percent (25%) of overall project goals are incomplete, project extension will allow for a 100% completion of stated goals.

MODIFICATION

1. The attached budget supersedes all previous modifications.
2. The term of the contract is extended to June 22, 1980.
3. The attached special conditions are added as stipulations to the contract modification and supersede all related agreements prior to this modification.
4. The attached contract provisions replace those of the original contract effective April 1, 1980.

\$40,013

New grant total and fixed price

L. L. Jimenez

Grants Sec.

JUL 11 1980

Signature of program operator

Date

Recommendation and/or comments **FILED** ☒ Approve ☐ Disapprove

JUL 16 1980

Recommendation of the MARC

PETER McNAMEE, Clerk

☒ Approve

☐ Disapprove

By *Robin Blum*

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Gayle J. Thompson
Signature of Authorized Officer

APR 1 - 1980

Date

October 1, 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-36

☐ ORIGINAL

☒ REVISION NO. 002

DATE 3-24-80

Subgrantee Name and Address:

Contact Person: Cynde Jackson

State CETA Office

Phone 322-8982

711 N Street

Period: From 2-1-79 To 6-22-80

Sacramento, CA 95814

Program Name: Personnel Services/Delivery System

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	2-1-79 to 1-31-80					34,325			34,325
DEC.									
JAN.									
FEB.						1,219			1,219
MAR.						1,219			1,219
APR.						1,219			1,219
MAY						1,219			1,219
JUNE						812			812
JULY									
AUG.									
SEPT.									
TOTAL						40,013			40,013

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	2-1-79 to 1-31-80		27,703	6,622				34,325
DEC.								
JAN.								
FEB.			899	320				1,219
MAR.			899	320				1,219
APR.			899	320				1,219
MAY			899	320				1,219
JUNE			599	213				812
JULY								
AUG.								
SEPT.								
TOTAL			31,898	8,115				40,013

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

Name and Title of Authorized Official

Signature

For CETA Approval Only:

fiscal Officer

CETA Director

Date

Date

POSITION LISTING

TITLE VI PROJECTS

State CETA Office

Personnel Services/Delivery System Project

	<u>Position</u>	<u>Salary</u> <u>2-1-79</u>	<u>to</u>	<u>Benefits</u> <u>1-31-80</u>	<u>Total</u>
One	Office Assistant II	\$ 8,421		\$ 2,448	\$10,869
One	Management Services Technician	9,987		3,378	13,365
One	Staff Services Analyst	9,295		796	10,091
		<u>Salary</u> <u>21-80</u>	<u>to</u>	<u>Benefits</u> <u>6-22-80</u>	
One	Management Services Technician (899/320)	<u>4,195</u>		<u>1,493</u>	<u>5,688</u>
Total		<u>\$31,898</u>		<u>\$ 8,115</u>	<u>\$40,013</u>

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to May 30, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 1 - June 22, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS

L. L. Jimenez

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No. _____

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program :

Mailing Address :

City :

Phone:

Program Director:

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the _____
_____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue

of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin _____,
8 and shall end _____, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ _____,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

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10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.

27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. _____.

4 33. Federal Regulations

5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

8 COUNTY OF YOLO, PRIME SPONSOR

9 _____
10 (Signature of Authorized Officer)

11 _____
12 (Title of Authorized Officer)

13 _____
14 (Legal Name of SUBGRANTEE)

15 _____
16 (Signature of Authorized Officer)

17
18
19
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21 _____ 19 _____
22 (Date) (Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

RECEIVED APR 9 1980

Bk.

MODIFICATION

CONTRACT NO. 80-116

REQUEST FOR MODIFICATION TO CONTRACT # 79-38

REQUEST DATE 3-24-80

CETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: Summer House, Inc.
Curriculum Development Project

MOD # 002

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$ 3,301 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT To extend the project expiration date so as to allow for the completion of project goals. Sixty five percent (65%) of overall project goals are incomplete, project extension will allow for a 100% completion of stated goals.

MODIFICATION

1. The attached budget supersedes all previous modifications.
2. The term of the contract is extended to July 18, 1980.
3. The attached special conditions are added as stipulations to the contract modification and supersede all related agreements prior to this modification.
4. The attached contract provisions replace those of the original contract effective April 1, 1980.

\$15,542

New grant total and fixed price

Signature of program operator

Date

Recommendation and/or comments by staff:

FILED

☒ Approve☐ Disapprove

Recommendation of the MAPC

PETER McNAMEE, Clerk

☒ Approve☐ DisapproveBy *[Signature]* Deputy

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

☐ Request for modification denied☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.Signature of Authorized Officer *[Signature]*

Date

October 1, 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-38

☐ ORIGINAL

☒ REVISION NO. 002

DATE March 24, 1980

Subgrantee Name and Address:

Contact Person: Pat Manley

Summer House, Inc.

Phone 662-8493

Box 1724

Period: From 3-1-79 To 7-18-80

Woodland, California 95695

Program Name: Curriculum Development Project

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-1-79 to 1-31-80					11,150			11,150
DEC.									
JAN.									
FEB.						775			775
MAR.						775			775
APR.						775			775
MAY						775			775
JUNE						775			775
JULY						517			517
AUG.									
SEPT.									
TOTAL						15,542			15,542

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-1-79 to 1-31-80		9,318	1,832				11,150
DEC.								
JAN.								
FEB.			600	175				775
MAR.			600	175				775
APR.			600	175				775
MAY			600	175				775
JUNE			600	175				775
JULY			400	117				517
AUG.								
SEPT.								
TOTAL			12,718	2,824				15,542

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

[Signature]
Name and Title of Authorized Official
[Signature]
Signature

[Signature]
Fiscal Officer
[Signature]
CETA Director
Date
Date

POSITION LISTING

TITLE VI PROJECTS

Summer House, Inc.

Curriculum Development Project

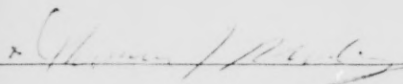
	<u>Position</u>	Salary <u>3-1-79</u>	to Benefits <u>1-31-80</u>	<u>Total</u>
Two	Curriculum Developer	\$ 9,318	\$1,832	\$11,150
		Salary <u>2-1-80</u>	to Benefits <u>7-18-80</u>	
One	Curriculum Developer (600/175)	3,400	992	4,392
		=====	=====	=====
	Total	\$12,718	\$2,824	\$15,542
		=====	=====	=====

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to June 27, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 28 - July 18, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS

 _____

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No. _____

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program :

Mailing Address :

City :

Phone: _____

Program Director: _____

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this _____ day of _____, 19
4 by and between the County of Yolo, a political subdivision, hereinafter called
5 PRIME SPONSOR or County, and the _____
6 _____ hereinafter called SUBGRANTEE.

7 WITNESSETH:

8 Recitals

9 1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
10 Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-
11 444, and PL 95-524), hereinafter referred to as CETA and as such by Code of
12 Federal Regulations is charged with the basic responsibilities of a Prime
13 Sponsor and the parts and sections of CETA referred to therein, which
14 provides as follows:

- 15 (a) Compliance with plans and assurances.
- 16 (b) Compliance with Part 676 of the Regulations.
- 17 (c) Establish priorities for receipt of assistance authorized under the
18 Act taking into account the priorities identified by the Secretary
19 and the significant segments represented among the economically
20 disadvantaged, unemployed, and underemployed residing within the
21 jurisdiction.
- 22 (d) Providing job training and employment opportunities for economically
23 disadvantaged, unemployed, or underemployed persons which will result
24 in an increase in their earned income and assuring that training and
25 other services lead to maximum employment opportunities and enhance
26 self sufficiency by establishing a flexible, coordinated, and de-
27 centralized system of programs (CETA Sec. 2).
- 28 (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve
grievances as provided in 20 CFR §676.83 and 676.84; and
(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue
of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction
of County, and desires to operate a program strictly in accordance with that
statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin _____, and shall end _____, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ _____, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.

24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
- 7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 8 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
- 11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
- 13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
- 22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
- 24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
- 26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

/////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

1 agency set forth therein. Generally it is expected that grant property
2 will be retained and used throughout its useful life in the grant
3 program for which it was acquired or if that program is terminated, or
4 if the property is no longer needed in the program, in any other similar
5 program of SUBGRANTEE, or PRIME SPONSOR.

- 6 (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property
7 shall comply with 41 CFR §29-70.215-7 a copy to which is attached
8 hereto and incorporated by this reference.

9 14. Program Income

- 10 (a) All income generated as a result of CETA activities may be retained
11 by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of
12 two (2) years from the expiration of this SUBGRANT and shall be used
13 by SUBGRANTEE to carry out any CETA activity authorized by this
14 SUBGRANT.
- 15 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
16 may retain this income, at the discretion of PRIME SPONSOR, for two
17 (2) years after expiration of this SUBGRANT and apply it to the costs
18 of the project. If the project is not continued beyond the expiration
19 date of this SUBGRANT, the conditions in part (a) of this section
20 shall apply.
- 21 (c) SUBGRANTEE shall make monthly reports on the expenditure of this
22 income on forms approved by PRIME SPONSOR.
- 23 (d) Income which remains unexpended beyond the applicable time periods
24 set forth in parts (a) and (b) of this section shall be returned to
25 the PRIME SPONSOR.

26 15. Contingent Fee

27 SUBGRANTEE warrants that no person, selling agency or other organization
28 has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

28 /////

1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. _____.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date) 19____

(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

Bk.

MODIFICATION

RECEIVED APR 15 1980

AGREEMENT NO. 86-117

REQUEST FOR MODIFICATION TO CONTRACT # 79-39

REQUEST DATE 3-24-80

CETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: University of California at Davis
Ecological Surveys of CA streams

MOD # 002

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged☒ Increased by \$ 7,050☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT To extend the project expiration date so as to expand the scope of the original project to include activities involving fish husbandry.

MODIFICATION

1. The attached budget supersedes all previous modifications.
2. The term of the contract is extended to July 18, 1980.
3. The attached special conditions are added as stipulations to the contract modification and supersede all related agreements prior to this modification.
4. The attached contract provisions replace those of the original contract effective April 1, 1980.

\$27,126
New grant total and fixed price

Signature of program operator

APR 10 1980

Date

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

Recommendation of the MAPC

☒ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

☐ Request for modification denied☒ Request for modification approved pursuant to the authority of the Governing Board.
Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer

APR 1 - 1980

Date

October 1, 1979
Effective date of modification

MAY 13 1980

PETER MCNAMEE, Clerk

By *Peter McNamee*
DEPUTY

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-39

☐ ORIGINAL

☒ REVISION NO. 002

DATE March 24, 1980

Subgrantee Name and Address:

Contact Person: Emily Mast

University of California at Davis

Phone 752-7300

312 Mark Hall

Period: From 3-1-79 To 7-18-80

Davis, California 95616

Program Name: Ecological Surveys of CA Streams

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-1-79	to 1-31-80				17,468			17,468
DEC.									
JAN.									
FEB.						1,704			1,704
MAR.						1,704			1,704
APR.						1,704			1,704
MAY						1,704			1,704
JUNE						1,704			1,704
JULY						1,138			1,138
AUG.									
SEPT.									
TOTAL						27,126			27,126

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-1-79	to 1-31-80	16,544	924				17,468
DEC.								
JAN.								
FEB.			1,604	100				1,704
MAR.			1,604	100				1,704
APR.			1,604	100				1,704
MAY			1,604	100				1,704
JUNE			1,604	100				1,704
JULY			1,070	68				1,138
AUG.								
SEPT.								
TOTAL			25,634	1,492				27,126

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Fiscal Officer
Associate Dean for Research

For CETA Approval Only:

Name and Title of Authorized Official
[Signature]
Signature
APR 10 1980

[Signature] 3-31-80
Fiscal Officer Date
[Signature] 4-31-80
CETA Director Date

POSITION LISTING

TITLE VI PROJECTS

University of California at Davis
Ecological Surveys of California Streams

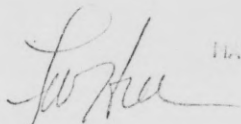
	<u>Position</u>	Salary <u>3-1-79</u>	to Benefits <u>1-31-80</u>	<u>Total</u>
Two	Lab Assistant I Trainee	\$16,544	\$ 924	\$17,468
		Salary <u>2-1-80</u>	to Benefits <u>7-18-80</u>	
Two	Lab Assistant I Trainee (802/50)	9,090	568	9,658
		-----	-----	-----
	Total	\$25,634	\$1,492	\$27,126
		=====	=====	=====

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to June 27, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 28 - July 18, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS



MAY 8 1980

Fredric W. Hill
Associate Dean for Research

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No. _____

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program :

Mailing Address :

City :

Phone:

Program Director:

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19 _____, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the _____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve
grievances as provided in 20 CFR §676.83 and 676.84; and
(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue
of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction
of County, and desires to operate a program strictly in accordance with that
statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin _____,
8 and shall end _____, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ _____,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calender
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

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10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act of 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

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States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. _____.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date) 19

(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

BK.

MODIFICATION

RECEIVED APR 15 1980

AGREEMENT NO. 80-110

REQUEST FOR MODIFICATION TO CONTRACT # 79-40

REQUEST DATE 3-24-80

CETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: University of California at Davis
Peter J. Shields Library Project

MOD # 001

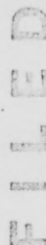
Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by \$ ☒ Decreased by \$ 12,620

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT Decreased due to vacancies in four (4) positions. Projects to be extended so as to expand the scope of the original project to include the processing of three hundred (300) additional titles.

- MODIFICATION
1. The attached budget supercedes all previous budgetary agreements.
 2. The term of the contract is extended to July 18, 1980.
 3. The attached special conditions are added as stipulations to the contract modification and supersede all related agreements prior to this modification.
 4. The attached contract provisions replace those of the original contract effective April 1, 1980.



\$36,430

New grant total and fixed price

[Signature]

Signature of program operator

APR 10 1980

Date

Recommendation and/or comments by staff:

☒ Approve

☐ Disapprove

Recommendation of the NAFC

☒ Approve

☐ Disapprove

ACTION OF THE YOLO COUNTY NAPOWER ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

[Signature] APR 1 - 1980
Signature of Authorized Officer Date

October 1, 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-40

☐ ORIGINAL

☒ REVISION NO. 001

DATE March 24, 1980

Subgrantee Name and Address:

Contact Person: Emily Mast

Phone 752-7300

Period: From 3-1-79 To 7-18-80

Program Name: Peter J. Shields Library Project

University of California at Davis
312 Meak Hall
Davis, California 95616

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OUT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-1-79 to 1-31-80					26,728			26,728
DEC.									
JAN.									
FEB.						1,712			1,712
MAR.						1,712			1,712
APR.						1,712			1,712
MAY						1,712			1,712
JUNE						1,712			1,712
JULY						1,142			1,142
AUG.									
SEPT.									
TOTAL						36,430			36,430

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-1-79 to 1-31-80		23,406	3,322				26,728
DEC.								
JAN.								
FEB.			1,502	210				1,712
MAR.			1,502	210				1,712
APR.			1,502	210				1,712
MAY			1,502	210				1,712
JUNE			1,502	210				1,712
JULY			1,002	140				1,142
AUG.								
SEPT.								
TOTAL			31,918	4,512				36,430

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Freddie V. Jick
Assoc. Dir. for Research

For CETA Approval Only:

Name and Title of Authorized Official
Freddie V. Jick
Signature
APR 10 1980

[Signature]
Fiscal Officer
[Signature]
CETA Director
Date
3-24-80
Date

POSITION LISTING

TITLE VI PROJECTS

University of California at Davis

Peter Y. Shields Library Project

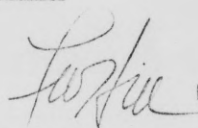
	<u>Position</u>	<u>Salary</u> <u>3-1-79</u>	<u>to</u>	<u>Benefits</u> <u>1-31-80</u>	<u>Total</u>
Five	Library Assistant Trainee	\$23,406		\$3,322	\$26,728
		<u>Salary</u> <u>2-1-80</u>	<u>to</u>	<u>Benefits</u> <u>7-18-80</u>	
Two	Library Assistant Trainee (751/105)	8,512		1,190	9,702
		_____		_____	_____
	Total	\$31,918		\$4,512	\$36,430
		=====		=====	=====

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to June 27, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 28 - July 18, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS



MAY 8 1980

Fredric W. Hill
Associate Dean for Research

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No.Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program :

Mailing Address :

City :

Phone:

Program Director:

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the _____
_____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and
(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin _____,
8 and shall end _____, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ _____,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calender
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.

24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

/////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

1 agency set forth therein. Generally it is expected that grant property
2 will be retained and used throughout its useful life in the grant
3 program for which it was acquired or if that program is terminated, or
4 if the property is no longer needed in the program, in any other similar
5 program of SUBGRANTEE, or PRIME SPONSOR.

- 6 (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property
7 shall comply with 41 CFR §29-70.215-7 a copy to which is attached
8 hereto and incorporated by this reference.

9 14. Program Income

- 10 (a) All income generated as a result of CETA activities may be retained
11 by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of
12 two (2) years from the expiration of this SUBGRANT and shall be used
13 by SUBGRANTEE to carry out any CETA activity authorized by this
14 SUBGRANT.
- 15 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
16 may retain this income, at the discretion of PRIME SPONSOR, for two
17 (2) years after expiration of this SUBGRANT and apply it to the costs
18 of the project. If the project is not continued beyond the expiration
19 date of this SUBGRANT, the conditions in part (a) of this section
20 shall apply.
- 21 (c) SUBGRANTEE shall make monthly reports on the expenditure of this
22 income on forms approved by PRIME SPONSOR.
- 23 (d) Income which remains unexpended beyond the applicable time periods
24 set forth in parts (a) and (b) of this section shall be returned to
25 the PRIME SPONSOR.

26 15. Contingent Fee

27 SUBGRANTEE warrants that no person, selling agency or other organization
28 has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. _____.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date) 19 _____ (Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

RECEIVED APR 15 1980

BK.

MODIFICATION

AGREEMENT NO. 80-110

REQUEST FOR MODIFICATION TO CONTRACT # 79-41

REQUEST DATE 3-24-80

CETA TITLE: VI Projects
 University of California, Davis
 PROGRAM NAME: Computerized Admission Systems

CORRESPONDS TO ANNUAL PLAN MOD # N/A
 MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$2,575 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend the project expiration date so as to allow for the completion of Project goals and to establish an application processing accounting function. Twenty-twenty-five Percent (20-25%) of overall project goals are incomplete, project extension will allow for 100% completion of stated goals.

MODIFICATION

1. The attached budget supersedes all previous budgetary agreements.
2. The term of the contract is extended to July 18, 1980.
3. The attached special conditions are added as stipulations to the contract modification and supersedes all related agreements prior to this modification.
4. The attached contract provisions replace those of the original contract effective April 1, 1980.

\$20,938

New grant total and fixed price

[Signature] APR 10 1980
 Signature of program operator Date

Recommendation and/or comments **FILED** ☒ Approve ☐ Disapprove

MAY 13 1980

Recommendation of the NAC PETER McNAMEE, Clerk ☒ Approve ☐ Disapprove
 By *[Signature]*

ACTION OF THE YOLO COUNTY BOARD OF SUPERVISORS

- ☐ Request for modification denied
- ☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

[Signature] APR 1 - 1980
 Signature of Authorized Officer Date

10-1-79
 Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-41

☐ ORIGINAL

☒ REVISION NO. 001

DATE 3-24-80

Subgrantee Name and Address:

University of California, Davis

312 Brak Hall

Davis, CA 95616

Contact Person: Emily Mast

Phone 752-7300

Period: From 3-1-79 To 7-12-80

Program Name: Computerized Admission Systems

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-1-79 to 1-31-80					12,117			12,117
DEC.									
JAN.									
FEB.						1,567			1,567
MAR.						1,567			1,567
APR.						1,567			1,567
MAY						1,567			1,567
JUNE						1,567			1,567
JULY						1,046			1,046
AUG.									
SEPT.									
TOTAL						20,998			20,998

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSTL. SUPV.	
OCT.								
NOV.	3-1-79 to 1-31-80		10,923	1,194				12,117
DEC.								
JAN.								
FEB.			1,447	120				1,567
MAR.			1,447	120				1,567
APR.			1,447	120				1,567
MAY			1,447	120				1,567
JUNE			1,447	120				1,567
JULY			965	81				1,046
AUG.								
SEPT.								
TOTAL			19,123	1,875				20,998

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Printed Name
Authorized Sign for Subgrantee

For CETA Approval Only:

Name and Title of Authorized Official

APR 10 1980

Signature

Fiscal Officer

CETA Director

Date

3-24-80

Date

POSITION LISTING

TITLE VI PROJECTS

University of California at Davis

Computerized Admission System

<u>Position</u>	<u>Salary</u> <u>3-1-79</u>	<u>Benefits</u> <u>to 1-31-80</u>	<u>Total</u>
One Senior Clerk	7,732	1,101	8,833
One Clerk Trainee	3,191	93	3,284

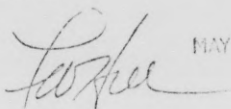
	<u>Salary</u> <u>2-1-80</u>	<u>Benefits</u> <u>to 7-18-80</u>	
One Senior Clerk (802/80)	4,545	454	4,999
One Clerk Trainee (645/40)	3,655	227	3,882
Total	<u>19,123</u>	<u>1,875</u>	<u>20,998</u>

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to June 27, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 28-July 18, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS



MAY 8 1980

Fredric W. Hill
Associate Dean for Research

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No.

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program :

Mailing Address :

City :

Phone:

Program Director:

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this _____ day of _____, 19
4 by and between the County of Yolo, a political subdivision, hereinafter called
5 PRIME SPONSOR or County, and the _____
6 _____ hereinafter called SUBGRANTEE.

7 W I T N E S S E T H :

8 Recitals

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
10 Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-
11 444, and PL 95-524), hereinafter referred to as CETA and as such by Code of
12 Federal Regulations is charged with the basic responsibilities of a Prime
13 Sponsor and the parts and sections of CETA referred to therein, which
14 provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 676 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized under the
18 Act taking into account the priorities identified by the Secretary
19 and the significant segments represented among the economically
20 disadvantaged, unemployed, and underemployed residing within the
21 jurisdiction.
 - 22 (d) Providing job training and employment opportunities for economically
23 disadvantaged, unemployed, or underemployed persons which will result
24 in an increase in their earned income and assuring that training and
25 other services lead to maximum employment opportunities and enhance
26 self sufficiency by establishing a flexible, coordinated, and de-
27 centralized system of programs (CETA Sec. 2).
 - 28 (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue

of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin _____,
8 and shall end _____, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ _____,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

28 /////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

- (a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.
- (b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

28 /////

1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act of 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

26 /////

27 /////

28 /////

1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

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States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. _____.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date) 19 _____

(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

BK.

MODIFICATION

AGREEMENT NO. 80-120

REQUEST FOR MODIFICATION TO CONTRACT # 79-42

REQUEST DATE 3-24-80

DATA TITLE: VI Projects
 PROGRAM NAME: University of CA at Davis
 Study of Women and Sex Roles

CORRESPONDS TO ANNUAL PLAN MOD #
 MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$1,066 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend Project expiration date so as to allow for the completion of original project goals, i.e., faculty research interest booklet. Five (5%) of overall project goals are incomplete, project extension will allow for 100% completion of stated goals.

FILED

MODIFICATION

1. The attached budget supersedes all previous budgetary agreements.
2. The term of the contract is extended to March 31, 1980.

APR 18 1980

PETER McNAMEE, Clerk

Peter McNamee
 DEPUTY

\$12,256

New grant total and fixed price

L. H. H. H. APR 10 1980
 Signature of program operator Date

Recommendation and/or comments by staff:

☒ Approve ☐ Disapprove

Recommendation of the MAPC

☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MAPCER ADMINISTRATION:

- ☐ Request for modification denied
- ☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

L. Temple J. Thompson
 Signature of Authorized Officer Date

10-1-79

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-42

☐ ORIGINAL

☒ REVISION NO. 001

DATE 3-24-80

Subgrantee Name and Address:

Contact Person: Emily Mast

University of California, Davis

Phone 752-7300

312 Mrak Hall

Period: From 3-1-79 To 3-31-80

Davis, CA 95616

Program Name: Study of Women & Sex Roles

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-1-79 to 1-31-80					10,308			10,308
DEC.									
JAN.									
FEB.						974			974
MAR.						974			974
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						12,256			12,256

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-1-79 to 1-31-80		9,533	775				10,308
DEC.								
JAN.								
FEB.			899	75				974
MAR.			899	75				974
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			11,331	925				12,256

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Francis W. Hill

Director of Training

Name and Title of Authorized Official

Signature

APR 10 1980

For CETA Approval Only:

Fiscal Officer

CETA Director

Date

Date

TITLE VI PROJECTS

Study of Women and Sex Roles Project

	Salary 2-1-80	to	Benefits 3-31-80	
One Principal Clerk Trainee (899/75)	1,798		150	1,948
Total	11,331		925	12,256

RECEIVED APR 15 1980

BK.

MODIFICATION

AGREEMENT NO. 80-121

REQUEST FOR MODIFICATION TO CONTRACT # 79-43

REQUEST DATE 3-24-80

CETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: University of CA at Davis
Biological Control of Mosquitoes

MOD # 002

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by \$ ☒ Decreased by \$16,461

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease overall fiscal obligation due to three (3) unfilled positions which have been vacant since the beginning of the contract (3-1-79). Also, to extend the project expiration date so as to expand new areas of project investigation.

FILED

MAY 13 1980

MODIFICATION

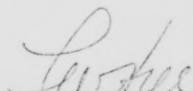
PETER McNAMEE, Clerk

1. The attached budget supersedes all previous modifications.
2. The term of the contract is extended to July 18, 1980.
3. The attached special conditions are added as stipulations to the contract modification and supersedes all related agreements prior to this modification.
4. The attached contract provisions replace those of the original contract effective April 1, 1980.

By Peter McNamee
DEPUTY

\$53,805

New grant total and fixed price


 Signature of program operator APR 10 1980
Date

Recommendation and/or comments by staff:

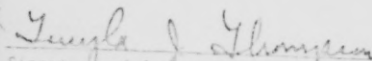
☒ Approve ☐ Disapprove

Recommendation of the NAC

☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY BOARDER ADMINISTRATION:

- ☐ Request for modification denied
- ☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.


 Signature of Authorized Officer APR 1 - 1980
Date
10-1-79
 Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-96

☐ ORIGINAL

☒ REVISION NO. 002

DATE 3-24-80

Subgrantee Name and Address:

Contact Person: Emily Mast

UNIVERSITY OF CA, Davis

Phone 752-7300

312 Nreak Hall

Period: From 3-1-79 To 7-18-80

Davis, CA 95616

Program Name: Biological control of Mosquitoes

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-1-79 to 1-31-80					33,925			33,925
DEC.									
JAN.									
FEB.						3,508			3,508
MAR.						3,508			3,508
APR.						3,508			3,508
MAY						3,508			3,508
JUNE						3,508			3,508
JULY						2,340			2,340
AUG.									
SEPT.									
TOTAL						53,805			53,805

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPPLY	
OCT.								
NOV.	3-1-79 to 1-31-80		31,960	1,965				33,925
DEC.								
JAN.								
FEB.			3,208	300				3,508
MAR.			3,208	300				3,508
APR.			3,208	300				3,508
MAY			3,208	300				3,508
JUNE			3,208	300				3,508
JULY			2,140	200				2,340
AUG.								
SEPT.								
TOTAL			50,140	3,665				53,805

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Freddie W. Hill
Assistant Director for Research

For CETA Approval Only:

Name and Title of Authorized Official

Fiscal Officer

Signature

CETA Director

Date

Date

POSITION LISTING
TITLE VI PROJECTS
University of California, Davis
Biological Control of Mosquitoes

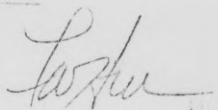
<u>Position</u>	<u>Salary</u> <u>3-1-79</u>	<u>Benefits</u> to <u>1-31-80</u>	<u>Total</u>
Four Lab Assistant Trainee	31,960	1,965	33,925
	<u>Salary</u> <u>2-1-80</u>	<u>Benefits</u> <u>7-18-80</u>	
Four Lab Assistant Trainee (802/75)	18,180	1,700	19,880
Total	<u>50,140</u>	<u>3,665</u>	<u>53,805</u>

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to June 27, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 28-July 18, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS



Fredric W. Hill
Associate Dean for Research

6 1980

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No. _____

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program :

Mailing Address :

City :

Phone:

Program Director:

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the _____
_____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin _____, and shall end _____, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ _____, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

- (a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.
- (b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act of 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. _____.

4 33. Federal Regulations

5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

8 COUNTY OF YOLO, PRIME SPONSOR

9 _____
10 (Signature of Authorized Officer)

11 _____
12 (Title of Authorized Officer)

13 _____
14 (Legal Name of SUBGRANTEE)

15 _____
16 (Signature of Authorized Officer)

17 _____
18 _____
19 _____
20 _____
21 _____ 19 _____
22 (Date)

23 _____
24 (Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
1. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

BK.

MODIFICATION

NOV 2 1980

REQUEST FOR MODIFICATION TO CONTRACT # 79-44

REQUEST DATE 3-24-80

CETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: Winters Fire Protection District -
Fire Protection Housing Improvement

MOD # 002

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged
 ☒ Increased by \$ 7,082
 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend the project expiration date so as to allow for the completion of project goals.
Ten percent (10%) of overall project goals are incomplete, project extension will allow for
100% completion of stated goals.

MODIFICATION

1. The attached budget supersedes all previous budgetary agreements.
2. The term of the contract is extended to June 21, 1980.
3. The attached special conditions are added as stipulation to the contract modification and supersedes all related agreements prior to this modification.
4. The attached contract provisions replace those of the original contract effective April 1, 1980

\$40,526

New grant total and fixed price

[Signature] 4/8/80
Signature of program operator Date

Recommendation and/or comments by staff:

FILED

☒ Approve
 ☐ Disapprove

Recommendation of the NAC

PETER McNAMEE Clerk

☒ Approve
 ☐ Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

- ☐ Request for modification denied
- ☒ Request for modification approved pursuant to the authority of the Governing Board.
Except as hereby modified, all terms and conditions of said contract remain unchanged
and in full force and effect.

[Signature]
Signature of Authorized Officer

Date

10-1-78
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-44

☐ ORIGINAL

☒ REVISION NO. 002

DATE 3-24-80

Subgrantee Name and Address:

Contact Person: Vernon Bruhn

Winters Fire Protection District

Phone 795-4131

10 Abbey Street

Period: From 2-15-79 To 6-21-80

Winters, CA 95694

Program Name: Fire Protection Housing Improvement

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OUT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	2-15-79 to 1-26-80					27,671			27,671
DEC.									
JAN.						434			434
FEB.						2,571			2,571
MAR.						2,571			2,571
APR.						2,571			2,571
MAY						2,571			2,571
JUNE						2,137			2,137
JULY									
AUG.									
SEPT.									
TOTAL						40,526			40,526

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	2-15-79 to 1-26-80		25,674	1,997				27,671
DEC.								
JAN.			421	13				434
FEB.			2,421	150				2,571
MAR.			2,421	150				2,571
APR.			2,421	150				2,571
MAY			2,421	150				2,571
JUNE			2,000	137				2,137
JULY								
AUG.								
SEPT.								
TOTAL			37,779	2,747				40,526

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

David G. Krieger Captain
Name and Title of Authorized Official
David G. Krieger Captain
Signature

W. R. Bauer
Fiscal Officer
W. R. Bauer
CETA Director
Date 3-31-80
Date 3-31-80

POSITION LISTING

TITLE VI PROJECTS

Winters Fire Protection District

Fire Protection Housing Improvement

	<u>Position</u>	Salary 2-15-79 to	Benefits 1-26-80	<u>Total</u>
Three	Maintenance Laborer	\$25,674	\$1,997	\$27,671
		Salary 1-27-80 to	Benefits 6-21-80	<u>Total</u>
Three	Maintenance Laborer (807/50)	12,105	750	12,855
	Total	<u>\$37,779</u>	<u>\$2,747</u>	<u>\$40,526</u>

ATTACHMENT #1: SPECIAL CONDITIONS

D. S. Kolder *captain*

The stipulations of this contract modification provides for allowable project activity to be extended to May 31, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 1 - June 21, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No. _____Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : _____

Mailing Address : _____

City : _____

Phone: _____

Program Director: _____

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the _____
_____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin _____, and shall end _____, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ _____, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

28 /////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

- (a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.
- (b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

1 agency set forth therein. Generally it is expected that grant property
2 will be retained and used throughout its useful life in the grant
3 program for which it was acquired or if that program is terminated, or
4 if the property is no longer needed in the program, in any other similar
5 program of SUBGRANTEE, or PRIME SPONSOR.

- 6 (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property
7 shall comply with 41 CFR §29-70.215-7 a copy to which is attached
8 hereto and incorporated by this reference.

9 14. Program Income

- 10 (a) All income generated as a result of CETA activities may be retained
11 by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of
12 two (2) years from the expiration of this SUBGRANT and shall be used
13 by SUBGRANTEE to carry out any CETA activity authorized by this
14 SUBGRANT.
- 15 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
16 may retain this income, at the discretion of PRIME SPONSOR, for two
17 (2) years after expiration of this SUBGRANT and apply it to the costs
18 of the project. If the project is not continued beyond the expiration
19 date of this SUBGRANT, the conditions in part (a) of this section
20 shall apply.
- 21 (c) SUBGRANTEE shall make monthly reports on the expenditure of this
22 income on forms approved by PRIME SPONSOR.
- 23 (d) Income which remains unexpended beyond the applicable time periods
24 set forth in parts (a) and (b) of this section shall be returned to
25 the PRIME SPONSOR.

26 15. Contingent Fee

27 SUBGRANTEE warrants that no person, selling agency or other organization
28 has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- (c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.
- (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.
- (e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

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States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. _____.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date) 19 _____

(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

bk

MODIFICATION

REQUEST NO. 80-128

REQUEST FOR MODIFICATION TO CONTRACT # 79-45

REQUEST DATE 3-24-80

DETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: Yolo County Superintendent of Schools-
Project MOVE, Title VI Projects

MOD # 003

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$ 1,092 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend the project expiration date so as to allow for completion of original project goals. Ten to twenty percent (10-20%) of overall project goals are incomplete, project extension will allow for 100% completion of stated goals.

FILED

APR 16 1980

MODIFICATION

1. The attached budget supersedes all previous budgetary agreements.
2. The term of the contract is extended to March 31, 1980.

PETER McNAMEE, Clerk

By Robert H. Hunsaid
Deputy

\$35,363

New grant total and fixed price

Forrest L Hunsaid 80/64/10
Signature of program operator Date

Recommendation and/or comments by staff:

☒ Approve ☐ Disapprove

Recommendation of the MAPC

☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Thompson APR 16 1980
Signature of Authorized Officer Date

10-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-45

☐ ORIGINAL

☒ REVISION NO. 003

DATE 3-24-80

Subgrantee Name and Address:

Contact Person: Walter Howering

Yolo County Superintendent of Schools

Phone 666-0925

Project MOVE

Period: From 3-1-79 To 3-31-79

313 Fourth Street

Program Name: Title VI Project

Woodland, CA 95695

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-1-79 to 2-29-80					34,276			34,276
DEC.									
JAN.									
FEB.									
MAR.						1,087			1,087
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						35,363			35,363

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-1-79 to 2-29-80		24,905	9,371				34,276
DEC.								
JAN.								
FEB.								
MAR.			802	285				1,087
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			25,707	9,656				35,363

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L HONNOLD, ASST. SUPT.

For CETA Approval Only:

Name and Title of Authorized Official

Fiscal Officer

Date

Signature

CETA Director

Date

POSITION LISTING

TITLE VI PROJECTS

Yolo County Office of Education

Project MOVE - Title III Project

	<u>Position</u>	Salary 3-1-79	to	Benefits 2-29-80	<u>Total</u>
One	Senior Manpower Technician	\$ 4,187		\$1,866	\$ 6,053
Three	Manpower Information Technician	20,718		7,505	28,223
		Salary 3-1-80	to	Benefits 3-31-80	
One	Manpower Information Technician	802		285	1,087
	Total	<u>\$25,707</u>		<u>\$9,656</u>	<u>\$35,363</u>

MODIFICATION

REQUEST FOR MODIFICATION TO CONTRACT # 79-79

REQUEST DATE 3-24-80

CETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: City of Davis - Home Fire
 Safety Survey Project

MOD # 002

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$ 10,025 ☐ Decreased by \$ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend project expiration date so as to allow for the completion of project goals and to expand the scope of the project to serve an increased number of apartment dwellers. Five percent (5%) of overall project goals are incomplete, extension of the project expiration date will allow for 100% completion of stated goals.

MODIFICATION

1. The attached budget supersedes all previous budgetary agreements.
2. The term of the contract is extended to July 18, 1980.
3. The attached special conditions are added as stipulations to the contract modification and supersedes all related agreements prior to this modification.
4. The attached contract provisions replace those of the original contract effective April 1, 1980.

\$44,632

New grant total and fixed price

[Signature]
 Signature of program operator

4-7-80
 Date

Recommendation and/or comments by staff:

FILED

☒ Approve

☐ Disapprove

APR 11 1980

Recommendation of the MAPC

PETER McNAMEE, Clerk

☒ Approve

☐ Disapprove

[Signature]
 DEPUTY

ACTION OF THE YOLO COUNTY MAPCER ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

[Signature]
 Signature of Authorized Officer

APR 11 1980

Date

October 1, 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-79

☐ ORIGINAL

☒ REVISION NO. 002

DATE 3-24-80

Subgrantee Name and Address:

Contact Person: Michael Doneen

City of Davis

Phone 756-3740

226 F Street

Period: From 3-15-79 To 7-18-80

Davis, CA 95616

Program Name: Home Fire Safety Survey
Project

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-15-79 to 2-29-80					32,614			32,614
DEC.									
JAN.									
FEB.									
MAR.						2,670			2,670
APR.						2,670			2,670
MAY						2,670			2,670
JUNE						2,670			2,670
JULY						1,338			1,338
AUG.									
SEPT.									
TOTAL						44,632			44,632

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-15-79 to 2-29-80		25,657	6,957				32,614
DEC.								
JAN.								
FEB.								
MAR.			2,025	645				2,670
APR.			2,025	645				2,670
MAY			2,025	645				2,670
JUNE			2,025	645				2,670
JULY			1,014	324				1,338
AUG.								
SEPT.								
TOTAL			34,771	9,861				44,632

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

X. Howard H. Rowe, City Manager
Name and Title of Authorized Official
X. Howard H. Rowe
Signature

John P. Brown
Fiscal Officer
James J. Brown
CETA Director

3-24-80
Date
3-24-80
Date

POSITION LISTING

TITLE VI PROJECTS

City of Davis

Home Fire Safety Survey Project

	<u>Position</u>	Salary 3-15-79 to	Benefits 3-29-80	<u>Total</u>
Four	Fire Safety Surveyor	\$25,657	\$6,957	\$32,614
		Salary 3-1-80 to	Benefits 7-18-80	<u>Total</u>
Three	Fire Safety Surveyor (675/215)	9,114	2,904	12,018
	Total	<u>\$34,771</u>	<u>\$9,861</u>	<u>\$44,632</u>

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to June 27, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 28 - July 18, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS

X. *[Handwritten signature]*

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No.

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program :

Mailing Address :

City :

Phone:

Program Director:

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19 _____,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the _____
_____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin _____, and shall end _____, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ _____, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

/////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

- (a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.
- (b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

28 /////

1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

26 /////

27 /////

28 /////

1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. _____.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date) 19____

(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

BK

MODIFICATION

AGREEMENT NO. 80-125

REQUEST FOR MODIFICATION TO CONTRACT # 79-82

REQUEST DATE

CETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: Rural Research Access Project -
Farmers Market Development Project

MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$ 6,573 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend the project expiration so as to expand the scope and design of the original project to include the establishment of a River City Farmer's Market.

MODIFICATION

1. The attached budget supersedes all previous budgetary agreements.
2. The term of the contract is extended to July 18, 1980.
3. The attached special conditions are added as stipulations to the contract modification and supersedes all related agreements prior to this modification.
4. The attached contract provisions replace those of the original contract effective April 1, 1980.

\$28,005

New grant total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff:

☒ Approve ☐ Disapprove

Recommendation of the MAPC

☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MAPC ADMINISTRATION:

- ☐ Request for modification denied
- ☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Joseph J. Thompson
Signature of Authorized Officer Date

APR 1 - 1980

10-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Project

CONTRACT NO. 79-82

☐ ORIGINAL

☒ REVISION NO. 001

DATE 3-24-80

Subgrantee Name and Address:

Contact Person: Martin Barnes

Rural Research Access Project

Phone 758-7564

433 Russell Blvd.

Period: From 3-15-79 To 7-18-80

Davis, CA 95616

Program Name: Farmer's Market Development Project

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-15-79 to 2-29-80					19,831			19,831
DEC.									
JAN.									
FEB.									
MAR.						1,816			1,816
APR.						1,816			1,816
MAY						1,816			1,816
JUNE						1,816			1,816
JULY						910			910
AUG.									
SEPT.									
TOTAL						28,005			28,005

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-15-79 to 7-18-80		18,440	1,391				19,831
DEC.								
JAN.								
FEB.								
MAR.			1,666	150				1,816
APR.			1,666	150				1,816
MAY			1,666	150				1,816
JUNE			1,666	150				1,816
JULY			834	76				910
AUG.								
SEPT.								
TOTAL			25,938	2,067				28,005

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature

Jacob A. Bork
Fiscal Officer

Robert J. [Signature]
CETA Director

7-31-80
Date

7-31-80
Date

POSITION LISTING

TITLE VI PROJECTS

Rural Research Access Project

Farmer's Market Development Project

	<u>Position</u>	<u>Salary</u> <u>3-15-79</u> to	<u>Benefits</u> <u>2-29-80</u>	<u>Total</u>
One	Direct Marketing Developer Clerk	\$ 9,220	\$ 693	\$ 9,913
One	Farmers Market Developer	9,220	698	9,918

		<u>Salary</u> <u>3-1-80</u> to	<u>Benefits</u> <u>7-18-80</u>	<u>Total</u>
One	Direct Marketing Developer Clerk (833/75)	3,749	338	4,087
One	Farmers Market Developer (833/75)	<u>3,749</u>	<u>338</u>	<u>4,087</u>
	Total	<u>\$25,938</u>	<u>\$2,067</u>	<u>\$28,005</u>

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to June 27, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 28 - July 18, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No. _____

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program :

Mailing Address :

City :

Phone: _____

Program Director: _____

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the _____
_____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin _____, and shall end _____, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ _____, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

- (a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.
- (b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

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States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. _____.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date) 19

(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

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(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

MODIFICATION

AGREEMENT NO. 80-126

REQUEST FOR MODIFICATION TO CONTRACT # 79-83

REQUEST DATE 3-24-80

CETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: Rural Research Access Project -
Windbreak Education Project

MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$ 3,191 ☐ Decreased by \$ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend the project expiration date so as to expand the scope of the project to disseminate slide show presentation in cooperation with the State Office of Soil Conservation Service.

MODIFICATION

1. The attached budget supersedes all previous budgetary agreements.
2. The term of the contract is extended to July 18, 1980.
3. The attached special conditions are added as stipulations to the contract modification and supersedes all related agreements prior to this modification.
4. The attached contract provisions replaces those of the original contract effective April 1, 1980.

\$13,919

New grant total and fixed price

Signature of program operator _____ Date _____

Recommendation and/or comments by staff:

☒ Approve ☐ Disapprove

Recommendation of the MAPC

☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

- ☐ Request for modification denied
- ☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Lynda J. Thompson APR 1 - 1980
Signature of Authorized Officer _____ Date _____

10-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Project

CONTRACT NO. 79-83

☐ ORIGINAL

☒ REVISION NO. 001

DATE 3-24-80

Subgrantee Name and Address:

Contact Person: Martin Barnes

Rural Research Access Project

Phone 758-7564

433 Russell Blvd.

Period: From 3-15-79 To 7-18-80

Davis, CA 95616

Program Name: Windbreak Education Project

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-15-79 to 2-29-80								
DEC.						9,877			9,877
JAN.									
FEB.									
MAR.						898			898
APR.						898			898
MAY						898			898
JUNE						898			898
JULY						450			450
AUG.									
SEPT.									
TOTAL						13,919			13,919

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-15-79 to 2-29-80							
DEC.			9,220	657				9,877
JAN.								
FEB.								
MAR.			833	65				898
APR.			833	65				898
MAY			833	65				898
JUNE			833	65				898
JULY			417	33				450
AUG.								
SEPT.								
TOTAL			12,969	950				13,919

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Fiscal Officer

Signature

CETA Director

Date

Date

POSITION LISTING

TITLE VI PROJECTS

Rural Research Access

Windbreak Education Project

	<u>Position</u>	<u>Salary</u> <u>3-15-79</u> to	<u>Benefits</u> <u>2-29-80</u>	<u>Total</u>
One	Project Coordinator	\$ 9,220	\$657	\$ 9,877
		<u>Salary</u> <u>3-1-80</u> to	<u>Benefits</u> <u>7-18-80</u>	<u>Total</u>
One	Project Coordinator (833/65)	3,749	293	4,042
	Total	<u>\$12,969</u>	<u>\$950</u>	<u>\$13,919</u>

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to June 27, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 28 - July 18, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No. _____

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program :

Mailing Address :

City :

Phone: _____

Program Director: _____

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the _____
_____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin _____, and shall end _____, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ _____, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

/////

1 10. Legal Relationship

- 2 (a) It is herein understood and agreed that SUBGRANTEE is an independent
3 contractor and that no relationship of employer-employee exists
4 between the parties hereto. That SUBGRANTEE shall not be entitled
5 to any benefits available to employees of PRIME SPONSOR. That PRIME
6 SPONSOR is not required to make any deductions from the compensation
7 payable to SUBGRANTEE under the provision of this Agreement; that
8 as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR
9 harmless from any and all claims that may be made against PRIME SPONSOR
10 based upon any contention by any third party that an employer-employee
11 relationship exists by reason of this Agreement.
- 12 (b) It is further understood and agreed by the parties hereto that
13 SUBGRANTEE in the performance of its obligations hereunder is subject
14 to the control or direction of PRIME SPONSOR merely as to the result
15 to be accomplished by the services herein agreed to be rendered and
16 performed and not as to the means and methods for accomplishing the
17 result.
- 18 (c) If, in the performance of this Agreement, any third persons are
19 employed as employees of SUBGRANTEE, such person shall be employed
20 by and shall be entirely and exclusively under direction, supervision
21 and control of said SUBGRANTEE. All terms of employment of said
22 persons, including hours, wages, working conditions, discipline,
23 hiring and discharging or any other terms of employment or
24 requirements of law, shall be made by said SUBGRANTEE, and PRIME
25 SPONSOR shall have no right or authority over said persons or the
26 terms of such employment, except as required by CETA or regulations
promulgated thereunder.
- 27 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
28 expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

- (a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.
- (b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

28 /////

1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

26 /////

27 /////

28 /////

1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. _____.

4 33. Federal Regulations
5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

8 COUNTY OF YOLO, PRIME SPONSOR

9 _____
10 (Signature of Authorized Officer)

11 _____
12 (Title of Authorized Officer)

13 _____
14 (Legal Name of SUBGRANTEE)

15 _____
16 (Signature of Authorized Officer)

17 _____
18 (Signature of Authorized Officer)

19 _____
20 (Signature of Authorized Officer)

21 _____ 19 _____
22 (Date) (Title of Authorized Officer)

23 ////
24 ////
25 ////
26 ////
27 ////
28 ////

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

BK

MODIFICATION

AGREEMENT NO. 80-127

REQUEST FOR MODIFICATION TO CONTRACT # 79-84

REQUEST DATE 3-24-80

CETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: Paul Center - Family
Living Project

MOD # 002

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$ 11,143 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend the project expiration date so as to allow for the completion of project goals. Twenty percent (20%) of overall project goals are incomplete, extension of the project expiration date will follow for 100% completion of stated goals.

MODIFICATION

1. The attached budget supersedes all previous budgetary agreements.
2. The term of the contract is extended to July 18, 1980.
3. The attached special conditions are added as stipulations to the contract modification and supersedes all related agreements prior to this modification.
4. The attached contract provisions replace those of the original contract effective April 1, 1980.

\$40,670

New grant total and fixed price

Signature of program operator

Date

Recommendation and/or comments

FILED

☒ Approve☐ Disapprove

APR 30 1980

Recommendation of the MAPC

 PETER MCNAMEE, CISK
 By Peter McNamee
 DEPUTY
☒ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Gayle J. Thompson APR 1 - 1980
 Signature of Authorized Officer Date

 10-1-79
 Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-84

☐ ORIGINAL

☒ REVISION NO. 002

DATE March 25, 1980

Subgrantee Name and Address:

Contact Person: Evelyn Praul

Praul Center

Phone 756-2879

231 "C" Street, Suite 16

Period: From 3-15-79 To 7-18-80

Davis, California 95616

Program Name: Family Living Project

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-15-79	to 2-29-80				28,154			28,154
DEC.									
JAN.									
FEB.									
MAR.						2,781			2,781
APR.						2,781			2,781
MAY						2,781			2,781
JUNE						2,781			2,781
JULY						1,392			1,392
AUG.									
SEPT.									
TOTAL						40,670			40,670

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-15-79	to 2-29-80	25,053	3,101				28,154
DEC.								
JAN.								
FEB.								
MAR.			2,431	350				2,781
APR.			2,431	350				2,781
MAY			2,431	350				2,781
JUNE			2,431	350				2,781
JULY			1,217	175				1,392
AUG.								
SEPT.								
TOTAL			35,994	4,676				40,670

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Evelyn Praul - Director
Name and Title of Authorized Official
E. Praul
Signature

Jack P. Roper 3-31-80
Fiscal Officer Date
James L. [Signature] 7-31-80
CETA Director Date

POSITION LISTING
TITLE VI PROJECTS
Praul Center
Family Living Project

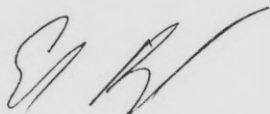
	<u>Position</u>	<u>Salary</u> 3-15-79 to	<u>Benefits</u> 2-29-80	<u>Total</u>
One	Administrative Assistant	\$ 6,484	\$ 965	\$ 7,449
Two	Family Outreach Worker	18,569	2,136	20,705
		<u>Salary</u> 3-1-80 to	<u>Benefits</u> 7-18-80	
One	Administrative Assistant (681/110)	3,065	495	3,560
Two	Family Outreach Worker (875/120)	7,876	1,080	8,956
		<u> </u>	<u> </u>	<u> </u>
	Total	\$35,994	\$4,676	\$40,670
		<u> </u>	<u> </u>	<u> </u>

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to June 27, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 28 - July 18, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS

A handwritten signature in dark ink, consisting of stylized, cursive letters that appear to be 'E' and 'R' followed by a long horizontal stroke.

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No. _____

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : _____

Mailing Address : _____

City : _____

Phone: _____

Program Director: _____

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

SUBGRANT
COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19____,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the _____
_____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f)

(g)

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin _____,
8 and shall end _____, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ _____,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

- (3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.
- (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.
- (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.
- (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this

Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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1 10. Legal Relationship

- 2 (a) It is herein understood and agreed that SUBGRANTEE is an independent
3 contractor and that no relationship of employer-employee exists
4 between the parties hereto. That SUBGRANTEE shall not be entitled
5 to any benefits available to employees of PRIME SPONSOR. That PRIME
6 SPONSOR is not required to make any deductions from the compensation
7 payable to SUBGRANTEE under the provision of this Agreement; that
8 as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR
9 harmless from any and all claims that may be made against PRIME SPONSOR
10 based upon any contention by any third party that an employer-employee
11 relationship exists by reason of this Agreement.
- 12 (b) It is further understood and agreed by the parties hereto that
13 SUBGRANTEE in the performance of its obligations hereunder is subject
14 to the control or direction of PRIME SPONSOR merely as to the result
15 to be accomplished by the services herein agreed to be rendered and
16 performed and not as to the means and methods for accomplishing the
17 result.
- 18 (c) If, in the performance of this Agreement, any third persons are
19 employed as employees of SUBGRANTEE, such person shall be employed
20 by and shall be entirely and exclusively under direction, supervision
21 and control of said SUBGRANTEE. All terms of employment of said
22 persons, including hours, wages, working conditions, discipline,
23 hiring and discharging or any other terms of employment or
24 requirements of law, shall be made by said SUBGRANTEE, and PRIME
25 SPONSOR shall have no right or authority over said persons or the
26 terms of such employment, except as required by CETA or regulations
promulgated thereunder.
- 27 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
28 expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

- (a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.
- (b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. _____.

4 33. Federal Regulations

5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

8 COUNTY OF YOLO, PRIME SPONSOR

9 _____
10 (Signature of Authorized Officer)

11 _____
12 (Title of Authorized Officer)

13 _____
14 (Legal Name of SUBGRANTEE)

15 _____
16 (Signature of Authorized Officer)

17 _____
18 _____
19 _____
20 _____
21 _____ 19 _____
22 (Date) (Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

1

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

RECEIVED JUL 15 1980

EDD Reg # 79005262

Amend # 1

AGREEMENT NO. 80-128

REQUEST FOR MODIFICATION TO CONTRACT # 79-88

REQUEST DATE 3-24-80

CETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: State CETA Office - Affirmative
Action for the Disabled

MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐

Unchanged

☒

Increased by \$ 7,748

☐

Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend the project expiration date so as to allow for the completion of original goals. Fifty percent (50%) of overall project goals are incomplete, project extension will allow for 100% completion of stated goals.

MODIFICATION

1. The attached budget supersedes all previous budgetary agreements.
2. The term of the contract is extended to July 18, 1980.
3. The attached special conditions are added as stipulations to the contract modification and supersedes all related agreements prior to this modification.
4. The attached contract provisions replace those of the original contract effective April 1, 1980.

\$56,546

New grant total and fixed price

L. L. Jimenez

Mr., Grants Sec.

State/CETA Office

JUL 11 1980

Signature of program operator

Date

Recommendation and/or comments by staff:

FILED

☒

Approve

☐

Disapprove

JUL 16 1980

Recommendation of the MAPC

PETER McNAMEE, Clerk

☒

Approve

☐

Disapprove

By *Patricia Rayburn*

ACTION OF THE YOLO COUNTY MAPC/POWER ADMINISTRATION:

☐

Request for modification denied

☒

Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X. Tangle J. Thompson

APR 1 - 1980

Signature of Authorized Officer

Date

October 1, 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-88

☐ ORIGINAL

☒ REVISION NO. 001

DATE 3-24-80

Subgrantee Name and Address:

Contact Person: Cynde Jackson

State CETA Office

Phone 322-8982

711 N Street

Period: From 3-15-79 To 7-18-80

Sacramento, CA 95814

Program Name: Affirmative Action for the Disabled

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-15-79 to 2-29-80					38,534			38,534
DEC.									
JAN.									
FEB.									
MAR.						3,969			3,969
APR.						3,969			3,969
MAY						3,969			3,969
JUNE						3,969			3,969
JULY						2,136			2,136
AUG.									
SEPT.									
TOTAL						56,546			56,546

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-15-79 to 2-29-80		34,938	3,596				38,534
DEC.								
JAN.								
FEB.								
MAR.			3,547	422				3,969
APR.			3,547	422				3,969
MAY			3,547	422				3,969
JUNE			3,547	422				3,969
JULY			1,925	211				2,136
AUG.								
SEPT.								
TOTAL			51,051	5,495				56,546

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

For CETA Approval Only:

Name and Title of Authorized Official

Fiscal Officer

Date

Signature

CETA Director

Date

POSITION LISTING

TITLE VI PROJECTS

State of California, Dept. of Mental Health

Affirmative Action for the Disabled

	<u>Position</u>	<u>Salary</u> <u>3-15-79 to</u>	<u>Benefits</u> <u>2-29-80</u>	<u>Total</u>
Three	Management Services Technician	\$25,656	\$2,988	\$28,644
One	Office Assistant II	9,282	608	9,890

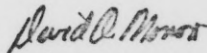
		<u>Salary</u> <u>3-1-80 to</u>	<u>Benefits</u> <u>7-18-80</u>	<u>Total</u>
Three	Management Service Technician (899/122)	12,288	1,647	13,935
One	Office Assistant II (850/56)	3,825	252	4,077
	Total	<u>\$51,051</u>	<u>\$5,495</u>	<u>\$56,546</u>

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to June 27, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 28 - July 18, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS



L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No. _____Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program :

Mailing Address :

City :

Phone: _____

Program Director: _____

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19 _____,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the _____
_____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin _____,
8 and shall end _____, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ _____,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

/////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.

27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

1 agency set forth therein. Generally it is expected that grant property
2 will be retained and used throughout its useful life in the grant
3 program for which it was acquired or if that program is terminated, or
4 if the property is no longer needed in the program, in any other similar
5 program of SUBGRANTEE, or PRIME SPONSOR.

- 6 (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property
7 shall comply with 41 CFR §29-70.215-7 a copy to which is attached
8 hereto and incorporated by this reference.

9 14. Program Income

- 10 (a) All income generated as a result of CETA activities may be retained
11 by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of
12 two (2) years from the expiration of this SUBGRANT and shall be used
13 by SUBGRANTEE to carry out any CETA activity authorized by this
14 SUBGRANT.
- 15 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
16 may retain this income, at the discretion of PRIME SPONSOR, for two
17 (2) years after expiration of this SUBGRANT and apply it to the costs
18 of the project. If the project is not continued beyond the expiration
19 date of this SUBGRANT, the conditions in part (a) of this section
20 shall apply.
- 21 (c) SUBGRANTEE shall make monthly reports on the expenditure of this
22 income on forms approved by PRIME SPONSOR.
- 23 (d) Income which remains unexpended beyond the applicable time periods
24 set forth in parts (a) and (b) of this section shall be returned to
25 the PRIME SPONSOR.

26 15. Contingent Fee

27 SUBGRANTEE warrants that no person, selling agency or other organization
28 has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

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States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. _____.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date) 19____

(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
1. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

RECEIVED JUL 15 1980

MODIFICATION

EDD Reg # 79005161

Amend # 2

AGREEMENT NO. 80-129

REQUEST FOR MODIFICATION TO CONTRACT # 79-89

REQUEST DATE 3-24-80

CETA TITLE: VI Projects

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: State CETA Office - Community
Mental Health Contract Project

MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by \$ ☒ Decreased by \$ 6,065

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

1. To extend contract.
2. To delete unfilled position of Office Assistant I and reduce contract by amount of funds allocated to this position for the period the position was unfilled (since 9-1-79).
3. To change this job title of Research Technician to Management Services Technician.

MODIFICATION

1. The attached budget supersedes all previous budgetary agreements.
2. The term of the contract is extended to March 31, 1980.

FILED

JUL 16 1980

PETER McNAMEE, Clerk

By *Peter McNamee*
DEPUTY

\$17,019

New grant total and fixed price

L. L. Jimenez

Mgr., Grants Sec.

State CETA Office JUL 11 1980

Signature of program operator

Date

Recommendation and/or comments by staff:

☒ Approve

☐ Disapprove

Recommendation of the MAPC

☒ Approve

☐ Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board.
Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X. L. J. Thompson
Signature of Authorized Officer

APR 1 - 1980

Date

10-1-79

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-89

☐ ORIGINAL

☒ REVISION NO. 001

DATE 3-24-80

Subgrantee Name and Address:

Contact Person: Cynde Jackson

State of California, CETA Office

Phone 327-8982

711 N Street

Period: From 3-15-79 To 3-30-80

Sacramento, CA 95814

Program Name: Community Mental Health
Contract Project

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-15-79	to 2-29-80				16,009			16,009
DEC.									
JAN.									
FEB.									
MAR.						1,010			1,010
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						17,019			17,019

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-15-79	to 2-29-80	14,493	1,516				16,009
DEC.								
JAN.								
FEB.								
MAR.			899	111				1,010
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			15,392	1,627				17,019

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

I. L. Jimenez
Mgr., Grants Sec.
State CETA Office

Name and Title of Authorized Official

Signature

For CETA Approval Only:

[Signature]
Fiscal Officer

Date

[Signature]
CETA Director

Date

POSITION LISTING

TITLE VI PROJECTS

State of California Department of Mental Health

Community Health Contract Project

<u>Position</u>	<u>Salary</u> <u>3-15-79 to</u>	<u>Benefits</u> <u>2-29-80</u>	<u>Total</u>
One Research Technician	\$10,130	\$1,230	\$11,360
One Office Assistant I	4,363	286	4,649
	<u>Salary</u> <u>3-1-80 to</u>	<u>Benefits</u> <u>3-31-80</u>	
One Management Services Technician (899/111)	899	111	1,010
	<u>-----</u>	<u>-----</u>	<u>-----</u>
TOTAL	<u>\$15,392</u>	<u>\$1,627</u>	<u>\$17,019</u>

BK.

MODIFICATION

RECEIVED APR 21 1980
RECEIVED APR 8 1980

AGREEMENT NO. 80-130

REQUEST FOR MODIFICATION TO CONTRACT # -79-90

REQUEST DATE 3-24-80

CETA TITLE: VI Project

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: FARMWORKER's Service Center

MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$10,764 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend the project expiration date so as to allow for the completion of Project goals and to expand the project scope to include an evaluation of resources used by other agricultural production Coop's, the results of which will be included in the training manual. Thirty Percent (30%) of overall project goals are incomplete, project extension will allow for 100% completion of stated goals.

MODIFICATION

1. The attached budget supersedes all previous budgetary agreements.
2. The term of the contract is extended to July 18, 1980.
3. The attached special conditions are added as stipulations to the contract modification and supersedes all related agreements prior to this modification.
4. The attached contract provisions replace those of the original contract effective April 1, 1980.

\$47,160

New grant total and fixed price

Eusabio Chica
Signature of program operator

4-8-80
Date

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

FILED

APR 11 1980

Recommendation of the MAPC

PETER McNAMEE, Clerk

☒ Approve☐ DisapproveACTION OF THE YOLO COUNTY MAPCER *By Peter McNamee*
ADMINISTRATIVE☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Theresa J. Thompson
Signature of Authorized Officer

APR 1 - 1980

Date

October 1, 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Proejcts

CONTRACT NO. 79-90

☐ ORIGINAL

☒ REVISION NO. 001

DATE 3-24-80

Subgrantee Name and Address:

Farmworker's Service Center
212 Fourth Street
Woodland, CA 95695

Contact Person: Kelly Cortner

Phone 666-3421

Period: From 3-15-79 To 7-18-80

Program Name: Resources Director & training Curriculum for Farmworker Community Development

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-15-79 to 2-1-80					33,618			33,618
DEC.									
JAN.									
FEB.									
MAR.						3,009			3,009
APR.						3,009			3,009
MAY						3,009			3,009
JUNE						3,009			3,009
JULY						1,506			1,506
AUG.									
SEPT.									
TOTAL						47,160			47,160

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPPLY	
OCT.								
NOV.	3-15-79 to 2-1-80		28,517	5,101				33,618
DEC.								
JAN.								
FEB.								
MAR.			2,499	510				3,009
APR.			2,499	510				3,009
MAY			2,499	510				3,009
JUNE			2,499	510				3,009
JULY			1,251	255				1,506
AUG.								
SEPT.								
TOTAL			39,764	7,396				47,160

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Guadalupe Cheda DIRECTOR
Name and Title of Authorized Official
Guadalupe Cheda
Signature

[Signature] 3-24-80
Fiscal Officer Date
[Signature] 3-24-80
CETA Director Date

POSITION LISTING
TITLE VI PROJECTS
FARMWORKERS SERVICE CENTER

<u>Position</u>	<u>Salary</u> <u>3-15-79</u> to	<u>Benefits</u> <u>2-1-80</u>	<u>Total</u>
One Project Coordinator	9,542	1,109	10,651
Two Curriculum Developer Trainee	18,975	3,992	22,967

<u>Position</u>	<u>Salary</u> <u>3-1-80</u> to	<u>Benefits</u> <u>7-18-80</u>	
One Project Coordinator (833/110)	3,749	495	4,244
Two Curriculum Developer Trainee (833/200)	7,498	1,800	9,298
Total	39,764	7,396	47,160

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to June 27, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 28 - July 18, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS

Guadalupe Chica

COUNTY OF YOLO

Subgrant Signature Sheet

Title _____

Agreement/
Subgrant No. _____

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program :

Mailing Address :

City :

Phone:

Program Director:

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on _____.

The term of the SUBGRANT shall end on _____.

The total amount of the SUBGRANT is _____.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the _____
_____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve
grievances as provided in 20 CFR §676.83 and 676.84; and
(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue
of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction
of County, and desires to operate a program strictly in accordance with that
statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin _____,
8 and shall end _____, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ _____,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

/////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

- (a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.
- (b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

28 /////

1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act of 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

26 /////

27 /////

28 /////

than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. _____.

4 33. Federal Regulations

5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

8 COUNTY OF YOLO, PRIME SPONSOR

9
10 _____
(Signature of Authorized Officer)

11
12 _____
(Title of Authorized Officer)

13
14 _____
(Legal Name of SUBGRANTEE)

15
16 _____
(Signature of Authorized Officer)

17
18
19
20
21 _____ 19 _____
(Date)

22 _____
(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

AUTHORIZED SIGNATURE

DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

FILED BK

Yolo County Agreement No. 80-131

APR 11 1980

PETER McMANIS, Clerk

By Jan Osner

Deputy

AGREEMENT MADE THIS 1st DAY OF April 1980

BETWEEN

The County of Yolo, a Political Subdivision in the State of California

AND

WOODWARD-CLYDE CONSULTANTS

FOR

CONSULTING SERVICES

WHEREAS, County of Yolo
(hereinafter "Client") desires Woodward-Clyde Consultants, (hereinafter
"Consultant") to
provide consulting services, and

WHEREAS, the parties desire to set forth the terms and conditions
under which the said consulting services shall be performed;

NOW THEREFORE, in consideration of these promises and of the mutual
covenants herein, the parties hereto agree as follows:

ARTICLE I - SCOPE OF SERVICES

Consultant agrees to perform for Client the consulting services
described in Attachment A
attached hereto and incorporated in the Agreement. Such services shall
be performed during the period mentioned and at the times and locations
specified.

The Scope of Services to be performed shall not be materially
different from or more or less extensive than those references above
unless such modifications are reduced to writing and signed by author-
ized representatives of Client and Consultant.

Client understands that the services hereunder are provided for its
exclusive use on the project for which the services are provided and
that such services, data, recommendations, proposals, reports, design
criteria, and similar information provided by Consultant are not to be
used or relied upon by other parties except as required by the design
and licensing requirements of the project for which the services were
provided.

ARTICLE II - CONTRACTUAL RELATIONSHIP

In performing the services under this Agreement, Consultant shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of Client. As an independent contractor, Consultant will be solely responsible for determining the means and methods for performing the consulting services described in the Scope of Services.

ARTICLE III - COMPENSATION AND PAYMENT

As full consideration for the performance of services described herein, Client shall pay to Consultant the compensation provided for in Attachment B (Schedule of Charges) attached hereto and made a part of this Agreement. Consultant shall submit monthly to Client in duplicate an invoice showing the services performed in the preceding month, and the charges therefor.

Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice; however, if Client objects to all or any portion of any invoice, it shall so notify Consultant of the same within fifteen (15) days from date of receipt of invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Client shall pay an additional charge of one and one-half percent (1-1/2%) per month for any payment made more than thirty (30) days after receipt of the invoice. The additional charge shall not apply to any disputed portion of any invoice.

ARTICLE IV - INSURANCE

Consultant reports that it now carries and will continue during the term of this Agreement to carry Workmen's Compensation, Comprehensive General and Contractual Liability and Comprehensive Automobile Liability insurance.

If requested, Consultant shall provide to Client certificates as evidence of the aforementioned insurance. Such certificates shall state that the insurance carrier will give Client thirty (30) days prior written notice of any cancellation of or material change in such policies.

ARTICLE V - PROFESSIONAL RESPONSIBILITY AND INDEMNIFICATION

Consultant shall perform the services to be furnished by it hereunder in accordance with customarily accepted good and sound professional practices and procedures, as specified in Article I. Although under Article VI of this Agreement Consultant is not liable for "consequential damages" as therein defined, Consultant hereby agrees to indemnify Client for the actual, direct damages incurred by Client as a result of Consultant's negligent performance of the service hereunder.

It is agreed that if Consultant provides, at its own expense, insurance acceptable to Client which would indemnify Client against such damages from Consultant's negligence in the performance of its services hereunder, Client will, upon receiving the proceeds therefrom, hold Consultant liable for only such of the damages above as are not reimbursed by reason of the deductible provisions of such policies or the monetary limits of such policies. The Consultant's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the active negligence of Client.

In the event that the Client makes a claim against Consultant, at law or otherwise, for any alleged error, omission or other act arising out of the performance of professional services, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by Consultant in defending itself against the claim, including but not limited to, personnel-related costs, attorneys' fees, court costs, and other claim-related expenses.

ARTICLE VI - CONSEQUENTIAL DAMAGES

Consequential damages as defined in this Agreement shall mean all indirect damages other than the actual, direct damages specified in Article VIII of this Agreement. Consultant shall not be liable for said consequential damages arising out of or related to this Agreement.

ARTICLE VII - ASSIGNMENT AND SUBCONTRACT

Consultant's duties and obligations under this Agreement may not be assigned by it; however, with the approval of Client, Consultant may employ suitably trained and skilled persons or firms under subcontracts to perform any part of the said duties and obligations.

ARTICLE VIII - FORCE MAJEURE

Should completion of any portion of the services be delayed beyond the estimated date of its completion due to circumstances beyond control of or without the fault or negligence of Consultant, the parties to this Agreement shall mutually agree on the terms and conditions upon which the services may be continued or terminated. Force majeure includes unforeseeable causes beyond the control and/or without the fault or negligence of the Consultant including but not restricted to acts of God, or the public enemy, acts of other contractors with the Client, fires, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

ARTICLE IX - SUSPENSION

(a) Client may, at its sole option, by notice in writing to Consultant, suspend at any time the performance of all or any portion of services to be performed under this Agreement. Upon receipt of any such notices, Consultant shall immediately discontinue services, placing of orders, contracts, and rental agreements to the extent they relate to services suspended, on the date and to the extent specified in the notice; and unless otherwise specifically stated in the notice, Consultant shall continue to protect and maintain the work theretofore completed, including those portions on which services have been suspended.

(b) In the event of such suspension, Consultant will be reimbursed for the following costs, reasonably incurred, without duplication of any items, to the extent that such costs result from such suspension of services:

(1) A standby charge to be paid to Consultant to compensate for keeping, to the extent required in the notice, its organization and equipment committed to the work sites in a standby status, and for the cost of maintaining and protecting that portion of the work upon which activities have been suspended;

(2) All reasonable costs as mutually agreed associated with demobilization and relocation of Consultant's plant, forces and equipment, and costs which Consultant is or will be legally obligated to pay related to the performance of services rendered.

ARTICLE X - TERMINATION

Client shall have the right to terminate this Agreement in whole or in part. Upon receipt of any termination notice Consultant shall immediately discontinue services on the date and to the extent specified in the notice in the manner specified in Article IX (a). Consultant shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including fee payments received or otherwise due and all reasonable costs incurred by Consultant prior to and in connection with discontinuing the work hereunder, including the costs associated with subcontracts terminations, and shall have no further claim against Client with respect thereto.

ARTICLE XI - AUTHORIZED REPRESENTATIVES AND NOTICES

For each project, Consultant shall promptly designate a competent Authorized Representative to represent and act for Consultant who shall have authority to make binding and enforceable decisions except as provided in Article I hereof, and to accept service of all notices which Client desires to serve, or which are required by this Agreement to be served, on Consultant. Consultant shall, upon commencement of performance of this Agreement, advise Client in writing of the name, address and telephone number of such designated Representative and of any change in such designation.

Similarly, the Client will designate an Authorized Representative for each project.

Any notices provided for hereunder may be served personally on Client's Representative and Consultant's Representative at their respective place of business or by registered mail to the address of each party shown on the face hereof.

ARTICLE XII - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Client and Consultant. It supersedes all prior or contemporaneous communications, representations of agreements whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

This Agreement shall in all respects be interpreted and construed and the rights of the parties hereto shall be governed by the laws of the State of California.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers.

County of Yolo

By Twyla J. Thompson
Twyla J. Thompson, Chairman, Board of Supervisors
WOODWARD-CLYDE CONSULTANTS

By George E. Hervert
George E. Hervert
Vice President
Woodward-Clyde Consultants

APPROVED AS TO FORM

CHARLES E. WACK
COUNTY CLERK

By [Signature]
CLERK OF COUNTY CLERK

ATTACHMENT A

EVALUATION OF MINING AND RECLAMATION
CACHE CREEK, YOLO COUNTY, CALIFORNIA

SCOPE OF SERVICES

The scope of services will be divided by technical discipline into those related to: (1) water, including ground water, surface water, and stream morphology; and (2) engineering, such as soil mechanics of fills and levees, and earthwork construction and performance. The description of services to be provided under these two parts are as follows:

PART 1 WATER-RELATED SERVICES

- 1.1 Review each application for gravel mining and reclamation so as to identify and enable analysis of water-related issues to be accomplished in the following phases:
 - 1.1.1 Consult with the Aggregate T.A.C. in identifying the particular water-related issues raised by the particular applications.
 - 1.1.2 Discuss those issues with sufficient specificity to enable qualitative judgments to be drawn and/or to identify specific policy issues to be determined by the Board of Supervisors.
- 1.2 At the discretion of the Aggregate T.A.C., to investigate and discuss any water-related issues relative to the implementation of the Mining and Reclamation Ordinances.
- 1.3 Will prepare written reports where necessary and make oral presentations to the Planning Commission, the Board of Supervisors and the Aggregate T.A.C. at the discretion of Aggregate T.A.C.

PART 2 ENGINEERING-RELATED SERVICES

- 2.1 Provide Engineering review of site specific plans as prepared by gravel companies in response to requirements of the mining and reclamation ordinance and recommend to county on acceptance or rejection. This review would culminate in a letter to include:
 - 2.1.1 conformance with the referenced ordinance
 - 2.1.2 potential for operational or maintenance problems

2.1.3 feasibility

2.1.4 and safety features

This review may require a preconstruction inspection of the site.

- 2.2 Recommend alternate or supplemental engineering design plans.
- 2.3 Review performance specifications for earthwork in the Cache Creek Channel.
- 2.4 Advise and consult with County staff during field inspection of construction of earthwork for compliance with performance specifications.
- 2.5 No testing or engineering studies of its own will be provided by Consultant, nor will any separate preconstruction soil reports be rendered.
- 2.6 Consultant shall not be responsible for the completion or quality of performance by the operators, nor for their acts or omissions.
- 2.7 Consultant makes no warranty, either express or implied, as to its findings, recommendations, specifications or professional advice.

COST ESTIMATE

The services performed by Woodward-Clyde Consultants for the County of Yolo will be on a task by task basis within a specific scope of work provided in writing by the County. Woodward-Clyde will provide an estimate of the cost of these services to the County based on the scope provided. The cost of these services will be paid by the County on a cost reimbursible, time and materials basis.

It is understood that the scope of work may require exceeding the estimated cost, but we will not exceed the estimate without notifying the County and receiving prior authorization from the County.

Billing will be according to the hourly personnel rates shown in the 1980 Schedule of Charges and Conditions, Attachment B. Personnel costs during travel (e.g., to and from the San Francisco Bay Area) will be charged at the same hourly rates. Mileage will be billed at \$.21 per mile for use of personal cars or the billed rate plus 15% for auto rental. Billing will be monthly and the invoices are due and payable upon receipt. For further details see 1980 Schedule of Charges and Conditions, Attachment B.

1979 SCHEDULE OF CHARGES AND CONDITIONS

Woodward-Clyde Consultants
(Western Region)

The method of establishing the fee for our services is as set forth in Manual No. 45c of the American Society of Civil Engineers. A new schedule of charges is issued at the beginning of each year. Unless other arrangements have been made, charges for all work including projects initiated in the prior year will be based on the new schedule of charges. Our charges are divided into four categories: Personnel, Outside Services, Equipment Rental, and Tests.

PERSONNEL: Personnel charges are for technical work. Charges are made for technical typing as in the preparation of reports and for the time and costs of printing as in the production of reports. Direct charges are not made for secretarial service, office management, accounting, and maintenance since these items are included in overhead. Charges are computed by multiplying salary cost by two and one-half. Salary cost includes direct payroll costs, payroll taxes, vacation, holidays, sick leave, retirement, and employee insurance. For technical typing, printing, laboratory, and graphics, averages for each group are used instead of individual salaries. For all others, individual salaries are used. Current personnel rates are as follows:

<u>Personnel</u>	<u>Hourly Salary Cost</u>
Technical Typing	\$ 8.50
Reproduction (printing)	8.00
Graphics	11.50
Laboratory Analyst	11.50
Engineer or Geologist Assistant	7.00 to 9.50
Staff Engineer or Geologist	7.00 to 13.50
Field Engineer or Geologist	12.50 to 16.00
Senior Staff Engineer or Geologist	9.50 to 17.00
Project Engineer or Geologist	13.50 to 21.50
Senior Project Engineer or Geologist	18.00 to 26.50
Associate	23.00 to 29.50
Senior Associate	30.00
Principal	32.00
Senior Consultant	34.00

Court appearance as an expert witness will be charged at a rate of \$750.00 per day, plus expenses. The full day rate will be the minimum charge for any portion of a day. Preparation for a court case will be charged at regular hourly rates.

For all unionized engineering technicians, hourly salary cost rates are derived from salaries paid as for all other personnel described above. These salary cost rates are then multiplied by two and one-half. Hourly salary costs range between \$8.50 and \$13.00.

Time spent in travel in the interest of the client will be charged at hourly rates except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs of, or a negotiated rate for, living expenses will be charged. A multiplier of 1.15 will be applied to all personnel expenses.

OUTSIDE SERVICES: Drilling, bulldozing, trenching and similar grading contract work in connection with exploration on which WCC administers a subcontract will be charged at the cost rate times 1.25.

Other outside services and equipment rental items will be charged at the billing or cost rate times 1.15. Common items to which this 1.15 multiplier applies include: equipment rental, printing and photographic work, computer time purchases (which are increased by a factor to cover computing equipment leases), special insurance, outside consultants, travel and transportation, subsistence, (or room and board) and long distance communications.

EQUIPMENT RENTAL:

Automobiles and trucks (travel plus man hours on site)	\$ 4.00/hour
Soil Sampler, sample tubes, and pickup truck use for exploration	9.00/hour
Automobiles and light trucks may be charged at this alternate rate by prior arrangement	.25/mile
Field Instrumentation	} — see SPECIALIZED EQUIPMENT RENTAL RATES
Geophysical Equipment	
Seismology Equipment	
Geology Equipment	
Offshore Equipment	

SPECIAL SERVICES:

Earthquake Data Bank	} — USE CHARGES QUOTED ON REQUEST
Ground Motion Data Bank	
Aerial Photography Library	

TESTS:

Field Tests/Field Density Tests (sand method or nuclear method)..... \$ 4.50/each

Laboratory Tests - Fixed unit prices for laboratory tests are based on two-and-one-half times salary cost for laboratory personnel plus a charge for laboratory overhead which includes equipment, equipment maintenance, and supplies. Prices are based on the average running time required for each test. Special sample or equipment preparation or laboratory consulting will be based on hourly personnel charges. Fixed unit prices do not include preparation time for Shelby tube samples; this time will be billed on a per hour basis. A charge will be made for tubes rendered unusable by required handling in preparation and testing.

Charges for special testing not covered by this schedule are based on two-and-one-half times salary cost for personnel making the test plus a laboratory charge per man hour. An extra charge may be added for the use of certain special equipment.

Sieve analysis - coarse and fine, including wash (3 in. to #200), per test	\$ 40.00
Sieve analysis - fine, including wash (#4 to #200), per test	30.00
Wash analysis (#200 only), per test	25.00
Hydrometer analysis, standard ASTM	35.00
Hydrometer analysis (modified 3 point), per test	30.00
Liquid Limit, per test	20.00
Plastic Limit, per test	20.00
Shrinkage Limit, per test	35.00
Specific gravity of soils, per test	30.00
Moisture determination and/or dry density	
1 to 9 samples per test request	9.00 each
10 to 49 samples per test request	7.00 each
50 or more samples per test request	5.00 each
Moisture content, dry density and unconfined compression test (set)	
1 to 9 samples per test request	16.00 each
10 to 49 samples per test request	13.00 each
50 or more samples per test request	10.00 each
Additional charge for stress-strain curve	30.00 each
Direct shear test, per point	130.00
Residual direct shear test	Charges quoted on request
Consolidation test, 6 load and 2 unload increments per test	200.00
Each additional loading or unloading increment	20.00
Permeability on undisturbed sample, per test	80.00
Permeability on fabricated sample, per test	100.00
Maximum-minimum density, WCC Special Method	65.00
Laboratory compaction, up to 4-in. diameter mold	80.00
Laboratory compaction, 6-in. diameter mold	95.00
Swell test, at one load (each additional loading, \$20.00)	80.00
Sand Equivalent	25.00
Rock core testing	Charges quoted on request
Triaxial compression test	Charges quoted on request
High-pressure triaxial compression test on rock cores	Charges quoted on request
100-kip closed-loop universal test machine, per hour (personnel charges extra)	35.00
MTS 20-kip cyclic loading equipment, per hour (personnel charges extra) ..	35.00
MTS 5-kip cyclic loading equipment, per hour (personnel charges extra) ..	35.00
X-Y Recorder, use per plot	4.00

INVOICES: Invoices will be rendered monthly, either as a final or partial billing, and will be payable upon receipt unless other arrangements have been made previously. Interest of 1% per month will be payable on accounts not paid within 30 days. Any attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

CONDITIONS: Woodward-Clyde Consultants warrants that our services are performed, within the limits prescribed by our Clients, with the usual thoroughness and competence of the engineering profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, or reports.

Our liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our general liability insurance coverage. For any damage on account of any error, omission, or other professional negligence, our liability will be limited to a sum not to exceed \$50,000 or our fee, whichever is greater. In the event that the Client does not wish to limit our professional liability to this sum, we will waive this limitation upon the Client's written request provided that the Client agrees to pay for this waiver, an additional consideration of 10% of our total fee or \$1,000, whichever is greater.

In the event that the Client makes a claim against Woodward-Clyde Consultants, at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by Woodward-Clyde Consultants in defending itself against the claim, including but not limited to, personnel-related costs, attorneys' fees, court costs and other claim-related expenses.

We will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to our attention and correctly shown on the plans furnished us, in connection with work performed by us.

1979 CHARGE SCHEDULES FOR SPECIALIZED EQUIPMENT AND SERVICES
WOODWARD-CLYDE CONSULTANTS
Western Region

	Rent Rate (\$)*	
	per Day	per Week
<u>Geotechnical Field Instrumentation</u>		
Borehole Inclinator (casing, installation and materials estimated on request)	140	450
Water Quality Equipment	30	100
Steven's Water Level Recorder	15	50
Submersible Pump (3-in. diameter) with Hoist	35	120
Field Test Percolation Equipment	--	20
Water Level Probe	--	20
Geotest Pore Pressure Indicator (100 or 300 psi)	30	100
Gloetzl Pore Pressure Indicator	20	60
SINCO Pore Pressure Indicator	30	100
Micrometer Beam	60	180
Telemac Vibrating Wire Instrument Readout	30	100
Tube Profile Gauge	50	150
Interfels Extensometer	1600 (left in place)	
Magnet Extensometers	1600 per 5-anchor installation to 150 ft (left in place)	
Magnet Extensometer Readout	20	60
Gloetzl Pore Pressure Cell	300 (left in place)	
Gloetzl Soil Stress Cell	400 (left in place)	
Irad Vibrating Wire Instrument Readout	50	150

Geophysical Equipment

<u>REFRACTION SEISMOGRAPH SYSTEMS</u>		
4-channel DRESSER/SIE Model RS-4 or RS-44	200	700
12-channel DRESSER/SIE Model RM-495 with signal enhancement	250	900
1-channel Signal Enhancement, Bison	90	300
<u>REFLECTION SEISMOGRAPH SYSTEMS</u>		
12-channel DRESSER/SIE Model RM-495 with signal enhancement, AGC and filtering	400	1400
<u>BLAST AND VIBRATION MONITORING SEISMOGRAPHS</u>		
Sprengnether Model VS-1100	60	180
Sprengnether Model VS-1200	80	250
<u>Borehole Logger (WIDCO) with Probes for Self-Potential, Resistivity, Natural Gamma</u>		
Deep-hole Equipment (WIDCO)	75	250
Borehole Caliper (WIDCO)	150	500
(Other special probes quoted on request)	15	50
<u>Crosshole shearwave equipment, including WCC shearwave hammer</u>		
	350	1200
<u>Downhole shearwave system</u>		
	250	800
<u>Three axis geophone set (2) for downhole or crosshole surveys</u>		
	50	160
<u>Resistivity system Bison Model 2350B</u>		
Vibroground, shallow investigation	80	250
	35	120
<u>Magnetometer Geometrics Model G-816</u>		
	80	250

*Monthly rental rate is three times weekly rate.

Seismology Equipment

Microearthquake Drum Recorder System	\$600/month
Digital Event Recorder System	\$1200/month
Radio-Telemetry link (for remote station)	\$400/month

Geology Equipment

Aerial Photographic Camera	\$0.10/frame (\$20/day minimum)
Surveying Altimeter	\$10/day \$35/week

Special Services

Ground Motions Data Bank	Charges quoted on request
Earthquake Data Bank	Charges quoted on request
Aerial Photography Library	Charges quoted on request

YOLo COUNTY AGREEMENT NO. 80-132

AMENDMENT OF OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made this 1st day of April, 1980, between the party or parties whose names are subscribed hereto, or to a counterpart hereof, under the designation of "Owner", hereinafter referred to as "Owner" (whether one or more), and SHELL OIL COMPANY, a corporation, hereinafter referred to as "Lessee",

WITNESSETH:

THAT, REFERENCE IS HEREBY HAD to that certain Oil, Gas and Mineral Lease dated March 31, 1975 (such lease or a memorandum of such lease being of record in the Office of the County Recorder of Yolo County, California, in Book 1150 at Page 547 of Official Records) whereby Owner (and/or Owner's predecessor or predecessors in interest) did demise, lease, and let unto Lessee (or Lessee's predecessor in interest), for oil and gas development purposes, certain lands situate in said County and State particularly described in such lease, and in such memorandum, if any; such lease and any such memorandum, together with previous amendments thereof, if any, being hereinafter collectively referred to as "said lease";

AND, WHEREAS, Owner and Lessee have agreed to amend said lease in the particulars hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid to Owner by Lessee, receipt of which is hereby acknowledged, Owner and Lessee agree as follows:

1. That part of the term clause of said lease which now reads as follows:

"This lease shall remain in force for a period of _____ () years from and after the date hereof ..."

shall be and hereby is amended to read as follows:

"This lease shall remain in force for a period of _____ () years from and after the date hereof ..."

2. That part of the first sentence of Article 1 of said lease which now reads as follows:

"1. On or before the expiration of five (5) years from the date hereof ..."

shall be and hereby is amended to read as follows:

"1. On or before the expiration of seven (7) years from the date hereof ..."

3. The first sentence of Article 2 of said lease shall be and hereby is amended to read as follows:

"The Lessee has paid to Owner rental in full hereunder for the period commencing on the date hereof and ending March 30, 1981."

4. The second sentence of Article 2 of said lease shall be and hereby is amended to read as follows:

"In the event Lessee has not commenced operations for the drilling of a well on the leased land on or before the date last above mentioned, Lessee shall further pay to Lessor rental at the rate of \$15.00 per acre of the leased land per year commencing on that date and payable thereafter yearly in advance."

5. To implement the foregoing, Owner does hereby demise, lease and let unto Lessee all those certain lands particularly described in said lease, for the term and purposes and subject to all of the other provisions of said lease as hereby amended, and the parties agree that said lease as hereby amended is in good standing and shall remain in full force and effect.

6. This agreement may be executed in any number of counterparts which shall be construed together and constitute one agreement, and this instrument and each such counterpart shall, as to the party or parties signatory thereto, be effective when signed and the failure of any person to execute this instrument or a counterpart hereof shall not affect the binding force of this instrument as to those who have executed this instrument or such a counterpart or counterparts.

7. This agreement shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

8. This agreement includes the attached Rider.

IN WITNESS WHEREOF, this agreement has been executed as of the day and year first herein written.

LESSEE

SHELL OIL COMPANY

By

T. L. MARSHALL

Its Attorney-in-Fact

OWNER
County of Yolo, A Political Subdivision

BY:

Twyla J. Thompson, Chairman of the Board of Supervisors

Attest:

Peter McNamee, County Clerk Ex-Officio Clerk of the Board of Supervisors

By

Deputy

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

I, ERIL Y. GLASGOW, a Notary Public in and for said County and State, do hereby certify that T. L. MARSHALL, to me personally known, and known to me to be the same person who executed the foregoing instrument as Attorney in Fact of SHELL OIL COMPANY, a Delaware corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is an Attorney in Fact of said corporation, and that said instrument was signed and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed, for the uses, purposes, and consideration therein expressed.

Given under my hand and official seal APR 30 1980.

My Commission Expires:

JUNE 5, 1980

Eril Y. Glasgow
Eril Y. Glasgow, Notary Public
In and for said County and State,
Residing at : P. O. BOX 576
HOUSTON, TEXAS 77001

COUNTY OF _____)

On this _____ day of _____, 19____, before me,

_____, a Notary Public in and for said County and State,

residing therein, duly commissioned and sworn, personally appeared _____

_____ personally known to me to be the person _____ whose name _____ subscribed to the

within instrument, and acknowledged to me that he _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said County and State, the day and year in this certificate first above written.

Name (Typed or Printed)
Notary Public in and for said County and State

My Commission expires _____

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 19____, before me,

_____, a Notary Public in and for said County and State,

residing therein, duly commissioned and sworn, personally appeared _____

_____ personally known to me to be the person _____ whose name _____ subscribed to the

within instrument, and acknowledged to me that he _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said County and State, the day and year in this certificate first above written.

Name (Typed or Printed)
Notary Public in and for said County and State

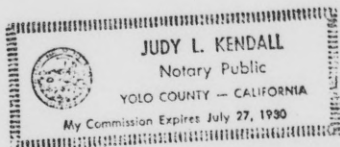
My Commission expires _____

STATE OF California)
COUNTY OF Yolo)

ss.

On this 4th day of April, in the year 1980,
before me Judy L. Kendall, a Notary Public in and
for said County and State, residing therein, duly commissioned and sworn, personally
appeared Twyla J. Thompson known to me to be
Chairman of the Board of Supervisors of The County of Yolo,
a Political Subdivision of the State of California and
known to me to be
and known to me to be the person who executed
the within instrument on behalf of said political subdivision, and acknowledged to
me that such person executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal,
at my office in said County and State the day and year in this certificate first
above written.



Judy L. Kendall
Judy L. Kendall
Name (Typed or Printed)
Notary Public in and for said County
and State My Commission Expires
July 27, 1980

RIDER

This is a Rider to the Amendment of Oil, Gas and Mineral Lease dated February 6, 1980, by and between SHELL OIL COMPANY, a corporation, and THE COUNTY OF YOLO, a political subdivision as OWNER, and is a part thereof.

The first sentence of Article 4 of said Lease shall be and hereby is amended to read as follows:

"The expression 'royalty share' wherever used in this lease shall mean the fraction one-fifth."

IN WITNESS WHEREOF, this Rider has been executed as of the day and year of the Amendment of Oil, Gas and Mineral Lease referred to above.

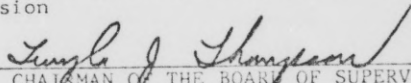
LESSEE

SHELL OIL COMPANY

By: 

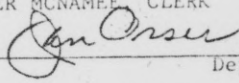
Its Attorney in Fact

COUNTY OF YOLO, a political subdivision


CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER MCNAMEE, CLERK

By: 

Deputy

(SEAL)

Yolo County Agreement No. 80-133

☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐

THIS AGREEMENT, made and entered into this 10th day of January, 1980, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Deputy Director	AGENCY Department of Health Services	NUMBER 79-75155 A-1
hereafter called the State, and County of Yolo (Health Department - East Yolo Health Services) hereafter called the Contractor.		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. In that certain agreement between this Department and County of Yolo (Health Department - East Yolo Health Services) dated July 1, 1979 and approved on September 25, 1979 by the Department of General Services:

The second sentence in Item 6 on page 2 is amended to read: "Contractor shall bill all third party payors for services to insured clients and shall exhaust such payment potential prior to billing for said services under this agreement."

Item 5 on page 2 is amended to read: "The total amount payable by the State to the Contractor under this contract shall not exceed \$8,000", a decrease of \$5,100.

The first line in Item 12 on page 2 is amended to read: "Eligible recipients are to meet the requirements of Section 14503 of the Welfare and ...".

2. All other terms and provisions of said contract shall remain in full force and effect.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department of Health Services	CONTRACTOR OR OTHER THAN AN INDIVIDUAL, STATE OR OTHER A CORPORATION PARTNERSHIP, ETC. County of Yolo (Health Department - East Yolo Health Services)		
BY AUTHORIZED SIGNATURE B. K. Krumman	BY AUTHORIZED SIGNATURE Leslie J. Thompson		
TITLE Deputy Director	TITLE CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA		
ADDRESS 350 C Street Broderick, CA 94606	ADDRESS 350 C Street Broderick, CA 94606		
AMOUNT ENCUMBERED		APPROPRIATION	
\$		Local Assistance	
UNENCUMBERED BALANCE		ITEM	CHAPTER
\$		266 (h)	259
ADJ. INCREASING ENCUMBERANCE		FUNCTION	
\$		0 0 0 0	
ADJ. DECREASING ENCUMBERANCE		LINE ITEM ALLOTMENT	
\$ 5,100		7320-5103/5105-B10101	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	
SIGNATURE OF ACCOUNTING OFFICER B. K. Krumman		DATE 4/21/80	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 200 have been complied with and this document is exempt from review by the Department of Finance.		DATE 4/22/80	
SIGNATURE OF CHIEF OF BUDGETING OFFICE OF THE AGENCY B. K. Krumman		DATE	

Department of General Services
Use ONLY

APPROVED
MAY 29 1980

BY **C. D. Shrusbier**
Asst. Chief Counsel

APPROVED AS TO FORM
CHARLES R. MACK
CHIEF OF BUDGETING
COUNSEL
COUNTY OF YOLO

PETER MCNAMEE, Clerk
JUN 17 1980
DEPUTY

FILED BK

APR 1980

AGREEMENT NO. 80-134

PETER McNAMEE, Clerk

(For Administrative Services)

By Jim Orser

1 Deputy THIS AGREEMENT, made and executed into this 8th
2 day of April, 1980, by and between the County of Yolo,
3 a political subdivision of the State of California, hereinafter
4 referred to as COUNTY, and Daniel Frank, hereinafter
5 referred to as PROVIDER.

6 W I T N E S S E T H:

7 RECITALS:

- 8 1. COUNTY is desirous of obtaining a qualified Administrator to
9 provide Administrative Services in connection with COUNTY'S
10 HSA Mental Health Division.
11 2. PROVIDER represents that he possesses the requisite available
12 expertise.

13 AGREEMENTS: PROVIDER agrees to provide the services for COUNTY
14 described herein and COUNTY to compensate for said services under
15 the terms and conditions set forth below.

16 1. SERVICES:

- 17 a. Monitor assigned contracts.
18 b. Plan, organize, direct, and coordinate Mental Health
19 Administrative Services in accordance with generally
20 accepted management principles and practices.
21 c. Prepare Board of Supervisors correspondence as assigned.

22 2. PAYMENT:

- 23 a. COUNTY will compensate PROVIDER for said services at
24 the rate of NINE DOLLARS AND FIFTY CENTS (\$9.50) per hour.
25 b. The maximum payment from COUNTY to PROVIDER shall be a sum
26 not to exceed THREE THOUSAND DOLLARS (\$3,000)

c. Payments shall be made by COUNTY to PROVIDER monthly upon submission of a claim to COUNTY countersigned and approved by the Director of COUNTY Mental Health Services.

3. RELATIONSHIP OF PARTIES: The relationship of COUNTY and PROVIDER is and shall be construed to be that PROVIDER is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is an employee, agent or contractor of PROVIDER an employee, agent or contractor of COUNTY for any purpose, nor shall be construed to be so.

4. LIABILITY: COUNTY assumes all responsibility for services covered under the performance of this Agreement. COUNTY agrees to defend, indemnify, and hold PROVIDER harmless for any and all claims, liability or loss arising in any way out of the negligent performance of this Agreement. COUNTY does not assume responsibility or agree to defend, indemnify, or hold PROVIDER harmless from claims, liability or loss arising from intentional conduct of PROVIDER.

5. COMMUNITY SERVICES SYSTEMS MANUAL: PROVIDER agrees to comply with all of the provisions contained in the Community Services Systems Manual, incorporated herein by reference.

6. AMENDMENTS: This writing, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. ^{No Modification} whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this

1 Agreement which is formally approved and executed by the parties
2 executing this Agreement or their successors in office.

3 7. TERM: This Agreement shall commence on April 9, 1980
4 and terminate June 30, 1980. This Agreement may be
5 terminated by either party upon thirty (30) days' written notice
6 to the other of such intention.

7 IN WITNESS WHEREOF, the parties herein have executed this
8 Agreement as of the day and year hereinabove set forth.

9 COUNTY OF YOLO, a political subdivision
10 of the State of California

11 BY *Angela J. Thompson*
12 CHAIRMAN OF THE BOARD OF SUPERVISORS

13 ATTEST:

14 PETER McNAMEE, Clerk

15 BY *Jan Orser*
16 DEPUTY

17
18 BY *Daniel Frank*
19 DANIEL FRANK

20 MENTAL HEALTH SERVICES

21 BY *C. P. Thomson*
22 DIRECTOR

23
24 APPROVED AS TO FORM

25
26 *Elizabeth R. Holtz*
- 3 -

STANDARD AGREEMENT

APPROVED BY THE
ATTORNEY GENERALSTATE OF CALIFORNIA
S.D. 7, MAY, 1979

Yolo County Agreement No. 80-135

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this 1 day of November, 19 79,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE DIRECTOR	AGENCY DEPARTMENT OF FOOD AND AGRICULTURE	NUMBER 8493
---	--	----------------

hereafter called the State, and

COUNTY OF YOLO

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Provide all equipment, materials and personnel necessary to perform the number and types of inspections, designated below, in accordance with the obligations and specifications set forth in Exhibit 'A' which is attached hereto and incorporated herein by this reference.

INSPECTION TYPE

- A) Structural Fumigation
- B) Yard, Home, Food Handling Establishments
- C) Commodity Fumigation
- C) Greenhouses and Nurseries
- C) Government Agency Treatments
- D) Agricultural
- E) Miscellaneous Urban Type Treatments

FILED TO NUMBER
PERFORMED

MAY 14 1980

RETER McNAMEE, Clerk

By *[Signature]*
DEPUTY

TOTAL INSPECTIONS

5
10
20

10
5
50

(Continued on page 2)

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY DEPARTMENT OF FOOD AND AGRICULTURE	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) COUNTY OF YOLO		
BY (AUTHORIZED SIGNATURE) <i>[Signature]</i>	BY (AUTHORIZED SIGNATURE) <i>[Signature]</i>		
TITLE BUSINESS SERVICE OFFICER	TITLE CHAIRMAN, BOARD OF SUPERVISORS		
ADDRESS P.O. BOX 1098, WOODLAND, CA 95695			
ICONTINUED ON... SHEETS EACH BEARING NAME OF CONTRACTOR			
Department of General Services Use ONLY		FUND	
AMOUNT ENCUMBERED \$ 2,080	APPROPRIATION SUPP OF&E		GENERAL
UNENCUMBERED BALANCE	ITEM 378	CHAPTER 259	STATUTES '79
ADD. INCREASING ENCUMBRANCE	FUNCTION PEST MGMT./USPE Grant	FISCAL YEAR 79/80	
ADD. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT 1-03-423-00-637		
State Component		T.B.A. NO.	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>		DATE 4/28/80	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1.2, have been complied with and this document is exempt from review by the Department of Finance.			
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY		DATE	

GEN. SERV. DEPT. APPROVAL
NOT REQUIRED PER
SAM 1806

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. This agreement shall become effective on 6 November, 1979, and shall continue in effect until September 30, 1980, unless sooner terminated.

9. The Contractor shall direct all inquiries and notices with respect to this agreement to the State Coordinator for Urban Structural Pesticide Use Enforcement, California Department of Food and Agriculture, Room A-176, 1220 N Street, Sacramento, California 95814. The State shall direct all notices to Contractor at the address contained hereinabove.

10. The Contractor shall submit to the State Coordinator, in triplicate, invoices for all services performed. The invoices shall be submitted at the end of each calendar quarter commencing January 1, 1980. Each invoice shall itemize all direct costs, administrative costs, and operating overhead expenses incurred by the Contractor in the performance of this agreement. Each invoice shall be accompanied by copies of receipts for the purchase or rental of supplies or equipment. Payment shall be made on the basis of the invoices upon certification by the State Coordinator that Contractor has complied with the terms and conditions of this agreement. Such certification shall not be unreasonably withheld.

(Continued on page 3)

11. The Contractor shall maintain and make available for audit by the State or its representative a record of all disbursements made under this agreement. The record shall be maintained for a period of two years from and after September 30, 1980, or until the completion of such audit and issuance of a release of accountability, whichever comes first.

12. The total amount payable under this agreement shall not exceed \$2,080 in accordance with attachment described as "Budget Sheet" and identified as Exhibit A-1 which by this reference is made a part hereof.

13. Except as provided in paragraph 3 above, either party may terminate this agreement by giving the other party written notice thereof at least thirty (30) days prior to the effective date of termination. Upon receipt of notice of termination, the Contractor shall not commence work on any new inspections, but shall complete all inspections previously begun, together with all reports.

14. This agreement is subject to the Fair Employment Practices Addendum attached hereto as Exhibit 'B' and incorporated herein by this reference.

15. This agreement shall not be considered effective unless signed by both parties.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

EXHIBIT A
CONTRACT SPECIFICATIONS FOR STATE-COUNTY ENFORCEMENT GRANT
RELATING TO URBAN/STRUCTURAL PESTICIDE USE ENFORCEMENT

This document is an attachment to, and forms a part of, the Agreement entered into between the State of California and one or more of its counties for Urban/Structural Pesticide Enforcement. This document shall define inspection types. Included in it are inspection specifications, required inspection documentation, inspection follow-up procedures, enforcement action procedures, and the requirements for case development on serious violations. Also given are the obligations and responsibilities of the California Department of Food and Agriculture, hereafter "DFA," the county agricultural commissioners of those counties participating in the State-County Urban/Structural Pesticide Use Enforcement Grant, hereafter "CAC," the Structural Pest Control Board, hereafter "SPCB," and the United States Environmental Protection Agency, hereafter "EPA."

ARTICLE I. INSPECTIONS

Section 1.01. "Inspection" includes not only the initial inspection but any follow-up inspections that may be necessary to achieve compliance.

Section 1.02. There are the following inspection types:

"A" Structural fumigation - this includes all residential or structural fumigations.

"B" Yard, home, food handling - this includes all structural pest control operators (Branch 2) and agricultural pest control operators (residential category) working under these licenses.

"C" Commodity fumigation - this includes all fumigation of commodities.

Greenhouse and nursery - this includes all pesticide activities in greenhouses or nurseries located in an urban environment.

Governmental agency treatment - this includes all pesticide activities of federal, state, county, and local governmental agencies including school districts, park and recreation districts, etc.

"D" Agricultural - this includes rural agriculture.

"E" Miscellaneous - this includes all other urban pesticide activities (i.e., private golf courses, cementaries, etc.).

All further references to specific inspection types shall be by the above alphabetic letter designation.

ARTICLE II. INSPECTION SPECIFICATIONS

Section 2.01. Urban/Structural pesticide use enforcement inspections will be carried out by the CAC and/or his properly certified staff. These inspections will monitor pesticide applications for compliance with state laws and regulations including the following:

- A) Verification of proper and valid licensing or certification, county registration, and pesticide use permits.
- B) Compliance with registered labeling (pest, commodity, site, dosage, application methods and equipment, safety and detection equipment, etc.). All violations of FIFRA must be documented according to DFA guidelines and a photograph of the actual label or the actual pesticide label from the container must be included with the inspection report.
- C) Maintaining pest control equipment in good repair and safe operating condition (including adequate tarping during fumigation operations).
- D) Use of devices to weigh or measure concentrate materials shall be calibrated to the smallest unit in which material is being weighed or measured.
- E) Maintaining a uniform mixture at all times, both in operating rigs and service rigs.
- F) Performing all pest control under climatic and environmental conditions which are suitable to ensure proper applications of materials minimizing the hazards of pesticide drift onto persons, animals, or other non-target areas.
- G) Applying a pesticide onto a property only with the consent of the owner or person in possession of the property.
- H) Giving warnings adequate to advise the person in charge of the property to be treated of the nature of the pesticide and any precautions to be observed.
- I) Using an air gap separation or health department approved backflow prevention device for pesticide equipment that draws water from a public source.
- J) Labeling of service containers.
- K) Name and address appearing on equipment used for mixing or applying pesticides. (Fumigators may have "Fumigation Division" or similar wording and license number rather than name and address.)

Section 2.02. Where appropriate inspections shall also include a check for compliance with DFA regulations concerning storage, transportation, and disposal of pesticides and their containers.

Section 2.03. If the pesticide application is for an agricultural use (golf course, park, cemetery, roadside, power line right-of-way, nursery, or school yard) the following additional items should be inspected for compliance:

- A) If a recommendation was given was it:
 - 1) Given by a licensed adviser or qualified person exempt from licensing.
 - 2) Given in writing and complete.
 - 3) In compliance with the registered labeling.

- B) Is the person who sold the pesticide licensed as a pesticide dealer.
- C) Are worker safety regulations being followed in situations where employees mix, load, apply, store, or otherwise handle pesticides.

Section 2.04. Inspections should also verify compliance to SPCB laws and regulations. Some of these include:

- A) Notification to local fire departments of structural fumigations.
- B) Proper posting of treated areas.
- C) Urban/structural reentry times.

ARTICLE III. INSPECTION DOCUMENTATION

Section 3.01. During application inspections the items covered under Article II and any additional applicable areas shall be documented on a form used during the inspection. The forms to be used shall be the DFA provided form for inspections of categories A and B. All other inspections shall be done on DFA form 33-021 or a county developed form approved by the State Coordinator.

Section 3.02. The DFA with assistance from the SPCB will provide training to the counties concerned with the use of the inspection form to document findings. The main purpose of this training will be to make county biologists aware of items to be looking for during inspections that are not spelled out on the inspection form.

Section 3.03. If it becomes apparent during the contract period that the inspection documentation form is not adequate, a revised inspection form may be developed. The development of a revised form shall be carried out by the DFA, with input and suggestions from CAC's and the SPCB.

Section 3.04. Whenever a violation is found during an inspection, the violation shall be documented on the inspection form. The inspection form used shall also indicate whether or not a follow-up inspection is required or if the violation was brought into compliance during the inspection.

Section 3.05. The DFA shall be forwarded a clear, readable copy of each inspection report, and any notices of violation issued. Agricultural inspections (Type "D") of article I must consist of an application and mixer-loader inspection. A photo of the pesticide(s) label must also be submitted.

ARTICLE IV. INSPECTION FOLLOW-UP PROCEDURE

Section 4.01. When a violation is noted during an inspection, it may be brought into compliance during the inspection. However, the inspection report shall indicate that such a violation was noted and that it was brought into compliance. When violations occur which cannot feasibly be corrected during the inspection, the biologist shall require correction of such a violation by a given correction date which shall be indicated on the inspection report. A documented follow-up inspection shall be made shortly after the correction date to verify whether or not compliance has been achieved. If the follow-up inspection shows continued noncompliance, appropriate enforcement action shall be taken.

ARTICLE V. ENFORCEMENT ACTION PROCEDURES

Section 5.01. Enforcement action will be taken by the CAC, DFA, SPCB, or the EPA as appropriate for any violation of label requirements or other pesticide use laws or regulations. Violations involving licensed structural pest control operators will be sent promptly by the DFA to the SPCB for their review and appropriate action. Violations of FIFRA will be sent to EPA for their review. If a violation is determined to be a high-level episode, EPA will be involved as provided in the Cooperative Agreement between the State of California Department of Food and Agriculture, the California Agricultural Commissioners' Association, and the United States Environmental Protection Agency, Region IX.

Section 5.02. The enforcement guidelines section of DFA's Pesticide Management Manual should be consulted to determine appropriate enforcement for violations found.

ARTICLE VI. CASE DEVELOPMENT ON SERIOUS VIOLATIONS

Section 6.01. Serious violations include violations which pose a serious or imminent health hazard, high-level episodes, or violations which have not been brought into compliance after two follow-up inspections. The DFA shall provide training to counties on case development for such serious violations. The CAC shall take the lead role in developing a case file for such violations. The DFA, SPCB, and EPA may also be involved if appropriate.

ARTICLE VII. AGENCY RESPONSIBILITY

Section 7.01. The DFA shall have the following obligations and responsibilities:

- A) In cooperation with EPA and SPCB take a lead role in providing training to CAC enforcement personnel. Training may be given in group seminars as well as individually during inspections. Training will consist of a review of what is expected on each inspection, subsequent documentation, follow-up, enforcement actions, and case development on serious violations.
- B) Provide inspection form for all inspections of categories A and B.
- C) Participate in periodic meetings with SPCB, and CAC to review inspections, violations, documentation of these, and appropriateness of enforcement actions.
- D) Provide assistance as needed to the CAC's for development of cases on serious or continued violations.
- E) Tabulate county reports and provide a quarterly report to EPA summarizing inspection statistics. Included in this summary shall be:
 - 1) Total number and types of inspections.
 - 2) Compliance levels.
 - 3) Any additional information that is found useful to accurately summarize inspection activities.

- F) State Coordinator shall participate in monthly meetings with EPA to review the past month's violations, appropriateness of enforcement actions, and sufficiency of evidence.

Section 7.02. The CAC shall have the following obligations and responsibilities:

- A) Send biologists and if necessary any supervisory or clerical personnel to training seminars put on by DFA which involve urban/structural pesticide use enforcement. Such seminars may be held outside of their county.
- B) Send biologists and/or supervisory personnel to periodic meetings as outlined under DFA responsibilities. These meetings may also be held outside of their county.
- C) Perform the minimum number and type of inspections (Type A-E) agreed upon in the contract. The number of inspections designated for a given county includes any follow-up inspections that become necessary. These inspections shall be comprehensive, documented, and followed up with appropriate enforcement action pursuant to the specifications stated in the text of this contract.
- D) Submit to the State Coordinator within seven working days after the first of each month a brief narrative statement reviewing the past month's accomplishments, problems, enforcement actions, and questions. No statistics need be included as DFA will tabulate inspection data.
- E) Permit joint inspection activities with DFA and/or SPCB. Such joint inspections will be to provide in-field training for individual biologists.
- F) Inspections of Type A and B shall be submitted to DFA on DFA provided form.
- G) A copy of all inspection reports and weekly summary sheet shall be sent to county's State Field Supervisor by Wednesday of the following week. An estimation of the time required to complete each investigation shall be included on weekly reports. The hour (or fraction thereof) recorded shall include travel to and from the inspection site, follow-up time, and time required by the inspector/biologist to complete the necessary paperwork.

Section 7.03. Pursuant to a contract to be entered into between SPCB and DFA, the SPCB shall have obligations and responsibilities which shall include:

- A) In cooperation with DFA provide training to CAC enforcement personnel as outlined under DFA responsibilities.
- B) Provide information concerning SPCB laws and regulations that should be included on inspections of structural licensees.
- C) Be responsible for disseminating to structural pest control operators information concerning laws, regulations, and enforcement that may affect their licensees.
- D) Participate in periodic meetings with EPA, DFA, and CAC as outlined under DFA responsibilities.

Section 7.04. Pursuant to Pesticide Enforcement Grant, Number E009155790, the EPA shall have the following obligations and responsibilities:

- A) Assist DFA and SPCB in providing training to CAC as may be needed.
- B) Participate in as many meetings with DFA, SPCB and CAC as possible. These meetings will be to review inspections, violations, documentation of these, and appropriateness of enforcement actions.
- C) Participate in monthly meetings with DFA.
- D) In cooperation with DFA and CAC participate in investigations of high-level episodes as provided for in the cooperative agreement referred to in Article V, Section 5.01.

ARTICLE VIII. JOINT RESPONSIBILITIES

Section 8.01. No inspections under this grant will be done by EPA, DFA, or SPCB except in cooperation with the CAC in the particular county of investigation.

Section 8.02. If the funding, scope of inspections, number of inspections, or authority of participants changes during the contract period, such changes shall be put in writing and agreed upon by those participants affected prior to putting such changes into effect.

ARTICLE IX. CONCLUSION

Section 9.01. This document, Exhibit A to the State-County Enforcement Grant Agreement, consists of nine articles including this article. No changes or additions shall be made to this document except as provided in the Grant Agreement.

YOLO COUNTY DEPARTMENT OF AGRICULTURE
URBAN-STRUCTURAL BUDGET COSTS

Specifications

Contract Time - November 6, 1979, to September 30, 1980
Work Days Available - 230
Number of Inspections Required - 50

	Number of Required Insp.
A. Structural Fumigation	5
B. Yard, Home, Food Handling Establishments	10
C. Commodity Fumigation	20
C. Greenhouses and Nurseries	
C. Government Agency Treatments	10
D. Agricultural	5
E. Miscellaneous Urban Type Treatments	
TOTAL INSPECTIONS	50

Personnel Involved

Deputy Agricultural Commissioner - 1
Agricultural Biologist - 2
Specialist Clerk - 1

Time Involved

50 Inspections X 2 hours per inspection	= 100 hours
TOTAL MAN HOURS	<u>100 hours</u>

* County Costs

50 Inspections X 2 hours per inspection X \$20.80 per inspection =
TOTAL CONTRACT EXPENDITURES \$2,080.

* County Costs Include:

Labor	Training
Supervision	Employee Benefits
Clerical	Mileage

APR 24 1980

AGREEMENT NO. 80-136

PETER McJAMIE, Clerk (Agreement for Certain Research Services)

THIS AGREEMENT, made and entered into this 15th day of April, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Jason A. Tyburcay, hereinafter referred to as PROVIDER.

WITNESSETH:

RECITALS:

1. COUNTY is desirous of obtaining qualified research assistants to conduct interviews of patients who are candidates for the Bates Act Residential Treatment Program to determine the present level of disability as a baseline against which to measure patient progress and, therefore, the effectiveness of the Community Residential Treatment System Program.

2. PROVIDER represents he possesses the requisite available expertise.

AGREEMENTS: PROVIDER agrees to provide the services for COUNTY described herein and COUNTY to compensate for said services under the terms and conditions set forth below.

1. DESCRIPTION OF SERVICES:

a. Evaluate the psychological status of patients entering Community Residential Treatment System Program.

b. Compile statistical abstracts of cumulative patients' statuses.

2. PAYMENT:

a. COUNTY will compensate PROVIDER for said services at the rate of FIVE DOLLARS and THIRTY-FOUR CENTS (\$5.34) per hour.

b. The maximum payment from COUNTY to PROVIDER shall be a sum not to exceed TWO THOUSAND SIX HUNDRED SEVENTY DOLLARS (\$2,670).

c. Payments shall be made by COUNTY to PROVIDER monthly upon submission of a claim to COUNTY countersigned and approved by the Director of

COUNTY Mental Health Services or his designee(s).

3. RELATIONSHIP OF PARTIES: The relationship of COUNTY and PROVIDER is and shall be construed to be that PROVIDER is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is an employee, agent or contractor of PROVIDER an employee, agent or contractor of COUNTY for any purpose, nor shall be construed to be so.
4. LIABILITY: COUNTY assumes all responsibility for services covered under the performance of this Agreement. COUNTY agrees to defend, indemnify and hold PROVIDER harmless for any and all claims, liability or loss arising in any way out of the negligent performance of this Agreement. COUNTY does not assume responsibility or agree to defend, indemnify, or hold PROVIDER harmless from claims, liability, or loss arising from intentional conduct of PROVIDER.
5. COMMUNITY SERVICE SYSTEMS MANUAL: PROVIDER agrees to comply with all of the provisions contained in the Community Services Systems Manual, incorporated herein by reference.
6. AMENDMENTS: This writing, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. ^{No modification} whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.
7. TERM: This Agreement shall commence on execution and terminate Jan 30, 1980 . This Agreement may be terminated by either party upon thirty (30) days' written notice to the

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other of such intention.

IN WITNESS WHEREOF, the parties herein to have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision
of the State of California

BY Yung L. Hansen
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST

PETER McNAMEE, CLERK

BY Debra C. Ireland
DEPUTY

MENTAL HEALTH SERVICES

BY C. S. Thompson
DIRECTOR

BY Joan A. Zbyz

APPROVED AS TO FORM

COURT CLERK

CLERK OF COURT

BY Elizabeth A. Hall
DEPUTY COUNTY CLERK

FILED

BK

APR 16 1980

PETER McNAMEE, Clerk

By JAN ORSER
Deputy

AGREEMENT NO. 80-137

(Agreement for Emergency Shelter Foster Home)

THIS AGREEMENT, made and entered into this 15th day of

April, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and VIRGINIA SCHMELZER, (hereinafter referred to as "PROVIDER"),

W I T N E S S E T H:

I. RECITALS:

1. COUNTY is desirous of making provisions for shelter care for children requiring temporary or emergency care outside their own homes.
2. PROVIDER represents that she possesses the necessary qualifications to carry out the desired provision of shelter care.
3. PROVIDER agrees to carry out the services for COUNTY described herein, under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

1. PROVIDER shall make available in her home, on a twenty-four (24) hour per day basis, five beds for children requiring temporary or emergency shelter home care.
2. PROVIDER shall obtain and keep current a foster home license, and shall comply with all state regulations concerning foster home care.
3. PROVIDER shall receive at any hour of the day or night, seven (7) days per week, up to five children between the ages of 0 - 18 years, who have been taken into temporary custody as neglected, abused, deserted, or homeless children.
4. PROVIDER shall not accept children who are not referred by the Yolo County Welfare Department. PROVIDER shall refuse to accept children who are not referred by the Yolo County Welfare Department.

1 who are violent or who are known fire-setters. PROVIDER may not refuse
2 children with colds, flu, or other chronic illnesses not requiring emergency
3 care.

4 5. PROVIDER shall make an initial inventory of all personal property
5 in possession of each child received, and mark those items to assure their
6 return to the child when the placement terminates.

7 6. PROVIDER shall keep on-going records, on forms provided by
8 COUNTY, on all removals from and returns to the home of each child during
9 the placement, and any other information requested by COUNTY. All records
10 concerning children shall be kept confidential.

11 7. PROVIDER shall not permit any children in her care to be removed
12 from her home by third parties, without the express consent of the social
13 worker in each instance.

14 8. PROVIDER shall permit visitation by parents of the children in
15 her care, between the hours of 10:00 a.m. and 2:00 p.m. All visitation is
16 to be by appointment and with the approval of the social worker in charge.

17 9. PROVIDER shall cooperate with Yolo County Department of Social
18 Services staff and other community resources in developing, coordinating,
19 and implementing a treatment/casework plan in the best interest of each
20 child.

21 10. PROVIDER shall provide transportation to all Court appearances,
22 doctors and dentists appointments, school, and other places as necessary.
23 PROVIDER shall have a valid California driver's license, and maintain auto-
24 mobile public liability insurance in at least the minimum amounts required
25 by law.

26 11. PROVIDER shall make all necessary arrangements for school regis-
27 tration for each child.

28 12. PROVIDER shall provide each child placed with care appropriate to

1 the child's needs, including room and board, recreation, available public
2 education, necessary clothing, and medical and dental care. COUNTY shall
3 pay for the necessary clothing, medical and dental care, and other special
4 needs. PROVIDER shall further provide substitute parenting appropriate to
5 each child, including training, constructive discipline, and supervision
6 by a responsible adult.

7 13. PROVIDER shall make all necessary arrangements for hiring back-up
8 help. All such help must be at least twenty-one (21) years of age and be
9 approved by the County Department of Social Services.

10 14. PROVIDER shall remain in contact with the COUNTY communications
11 operator at all times, except during periods of vacation and weekends off
12 as provided herein.

13 15. PROVIDER shall abide by the Civil Rights Act of 1964, and any
14 other federal or state legislation which prohibits discrimination on the
15 basis of sex, race, religion, handicap or ethnic background in the hiring
16 of employees or in providing services under this agreement.

17 16. PROVIDER shall be responsible for the selection and procurement
18 of necessary supplies, food, clothing and incidentals, for maintenance of
19 safe and sanitary standards in her home, and for provision of healthful
20 nutrition to each child. COUNTY will provide the initial supply of special
21 needs, such as diapers; however, PROVIDER will be responsible for maintaining
22 such supplies.

23 17. PROVIDER shall have one weekend off per month. During this week-
24 end, she will not be required to maintain contact with the communications
25 operator. However, any children at the home at the time will continue to
26 be cared for by PROVIDER, whether in the home or away from it. The dates of
27 said weekends off shall be as agreed upon by the Department and PROVIDER.
28 PROVIDER agrees to give the Department at least one week's notice of intended

1. Section 207.1(a)(1).

2. 19. PROVIDER shall have the right of vacation per year, under the same
3. terms and conditions as stated above for all family off. In addition, PROVIDER
4. shall be entitled to one week of sick leave per year, under the same terms
5. and conditions as for vacation's off and vacations. The off for sickness has
6. good and bad shall result in a pro rata reduction of the monthly amount
7. paid by COUNTY to PROVIDER as set forth herein.

8. 20. COUNTY shall provide essential background information and any other
9. information concerning the needs of each child, as well as information re-
10. garding any dangerous propensities of each child, whenever such information
11. is obtained. COUNTY shall act promptly to remove any child whose physical
12. condition or dangerous propensities reasonably could be expected to imperil
13. the property or person of others in PROVIDER'S home. COUNTY shall obtain any
14. necessary emergency care for children before they are placed with PROVIDER.

15. 21. COUNTY shall provide consultation and/or advice to PROVIDER as
16. necessary for the effective provision of services under this agreement.

17. 22. COUNTY shall pay PROVIDER the sum of \$600 / month, irrespective
18. of the number of days on which children have been placed in the home. In
19. addition, for each 24-hour period a child is in the home, COUNTY shall pay
20. the sum of 10.00 for that child up to a daily maximum of \$40.00 for five
21. children. For each placement less than 24 hours, COUNTY shall pay the sum
22. of \$4.00 for each child.

23. 23. It is specifically understood that PROVIDER is independent contractor
24. and is not subject to the direction and control of COUNTY and is not
25. an employee. PROVIDER shall be solely liable and responsible to pay all
26. household taxes and other child care, food, off, and maintenance, and
27. clothing and dental services. PROVIDER shall be responsible for any and all
28. liability and risk arising out of any negligence on the part of PROVIDER.

1 agreement as a condition of this contract.
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10. This agreement shall be deemed to exist or to
be terminated by consent of the parties, in writing. It may be terminated by
either party upon sixty (60) days' notice, or by COUNTY without notice for
violation by PROVIDER of any term or condition of this agreement. Any assign-
ment of this agreement shall require prior written consent of COUNTY. Such
consent, once given, shall not be deemed to waive the requirement of consent
by COUNTY for any subsequent assignments.

IN WITNESS WHEREOF, the parties hereto have executed this agree-
ment the 15th day of April, 1990.

COUNTY OF YOLO, a political subdivision
of the STATE OF CALIFORNIA

BY: Theresa J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST

PETER HAYMAN, CLERK

BY: Debra G. Kinsland
Deputy

PROVIDER

APPROVED AS TO FORM

CHIEF CLERK

CLERK

BY: Elizabeth L. Holtz
CLERK

BY: Virginia L. Schmitz
CLERK

3k
AGREEMENT NO. 80-138

(Agreement for Information & Referral Services for Older Americans)

THIS AGREEMENT, executed this 15th day of April, 1980,
by and between the COUNTY OF YOLO, a political subdivision of the State of
California, hereinafter referred to as COUNTY, and the MEXICAN-AMERICAN
CONCILIO OF YOLO COUNTY, a non-profit corporation, incorporated under the laws
of the State of California, hereinafter referred to as AGENCY.

WITNESSETH:

RECITALS:

1. COUNTY and AGENCY entered into an agreement to provide Information
and Referral Services to Older Americans, dated March 20, 1979, Yolo County
Agreement #79-74, whereby AGENCY agreed to provide paid services for COUNTY
for a period terminating on December 31, 1979.

2. COUNTY and AGENCY desire to extend the term of said Agreement #79-74,
subject to the below stated terms and conditions.

AGREEMENTS:

1. The term of said Agreement #79-74 is extended and shall terminate
on June 30, 1980.

2. In consideration of the performance of the terms and conditions of
said Agreement #79-74, as herein amended, COUNTY shall reimburse AGENCY the
funds actually expended for each monthly reporting period. In no event shall
the funds paid by COUNTY to AGENCY exceed the sum of Eleven Thousand Four
Hundred Dollars (\$11,400.00), which are the maximum total funds available under
this Agreement. In no event will any claims by AGENCY against COUNT be paid
for expenses incurred after June 30, 1980.

3. Performance standards attached to this Agreement (Exhibit A) are a
part of this Agreement and reflect the performance expected of AGENCY during
the period of this Agreement.

4. It is hereby mutually agreed and AGENCY hereby expressly acknowledges

1 that an express condition precedent to the COUNTY'S duty to pay funds pursuant
2 to this Agreement is the receipt by COUNTY from the Area 4 Agency on Aging of
3 the proportional share of COUNTY'S grant funds which are designated for payment
4 to AGENCY. If said funds are reduced, COUNTY'S obligation to pay shall be
5 reduced in the same amount as the reduction of said grant funds, and AGENCY'S
6 duty to perform shall be reduced in a like proportion.

7 5. In all other respects, the terms and conditions of said Agreement
8 #79-74 are hereby ratified and confirmed.

9 IN WITNESS WHEREOF, the parties hereto have executed this Agreement
10 this 15th day of April 1980.

11 COUNTY OF YOLO, a political subdivision of
12 the State of California

13 BY *Lynda J. Thompson*
14 CHAIRMAN OF THE BOARD OF SUPERVISORS
15 COUNTY OF YOLO, STATE OF CALIFORNIA

16 APPROVED AS TO FORM

17 CHARLES R. MACK
18 COUNTY COUNSEL

19 BY *Charles R. Mack*
20 DEPUTY COUNTY COUNSEL

21 MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY, a
22 non-profit corporation, incorporated under
23 the laws of the State of California

24 BY *David A. Hernandez*
25 PRESIDENT, CHAIRMAN OF THE BOARD OR
26 COMPARABLE AUTHORIZED OFFICIAL

27 (CORPORATE SEAL)

28 ATTEST:

PETER McNAMEE, CLERK

BY *Debra Coley-Kirland* DEPUTY
(SEAL)

Attachments to this Agreement:

Exhibit A - Performance Standards for
Sub-Grantee

Exhibit B - Budget for Agency

EXHIBIT A

PERFORMANCE STANDARDS FOR SUB-GRAANTEE
MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY, INC.

Performance Criteria Information & Referral	Monthly	Cumulative
1. Planned number of information transactions with individuals	225	4,050
2. Planned number of information transactions with agencies/ organizations	30	540
3. Planned number of information transactions total	255	4,590
4. Planned number of referral transactions	50	900
5. Planned number of follow-up transactions	60	1,080

EXHIBIT B

BUDGET FOR AGENCY

ITEM	AMOUNT
Personnel	8,340
Fringe Benefits	2,243
Office Supplies	268
Staff Travel	193
Other Travel Costs	50
Consultants	171
Space Rental	319
Communication & Utilities	620
Insurance	26
Volunteer Services	550
Other Supplies	87
TOTAL COSTS	12,867
Less Non-Federal Match	1,467
Federal Funds	11,400

CETA Financial Agreement

Project Application to Provide Vocational Education Services

Form CETA-VE-4
(8-79)2 originals
5 copies

Under the Comprehensive Employment and Training Act Amendments of 1978 (P.L. 95-524, Section 204)

See reverse side of this page for assurances

Prime sponsor SECTION 204 (c)(2)

Project agreement number

8 0 0 3 8 0 2 0 0 0 5

Project title Employment & Education/Information & Referral Service

Modification number

Approved date

Deliverer of services Yolo County Manpower Administration 500 First St., Woodland 916 666-8593

Administrative office

Address

95695

Phone number

Site Project MOVE

313 Fourth Street, Woodland 95695

Services site

Address

Phone number

Contact person Nancy Carlton

Manpower Coordinator

Title

Phone number

1. Summary of plan of service or modification The Yolo Cty. Voc. Ed. Coordination Comm. proposes to develop a centralized information & referral service for economically disadvantaged residents of Yolo Cty. The project is a coordinated effort of local voc. educ. programs, CETA, employment agencies, and the private sector. The overall goal of the program is to develop increased linkages between the above agencies to provide greater services to needy clients. Approximately 200 CETA eligible clients will be provided with education, employment & training information, 2. Estimated costs by categories guidance and referral services. 3. Estimated costs by project activities

Cost category	Code	Estimated costs		
		Prior	Modification (+ or -)	New
Administration	306			1,353
Training	307			
Allowances	308			
Services	309			12,174
Total				13,527

Project activity	Code	Estimated costs
Classroom training	317	\$
Services/participants	318	\$ 13,527

4. Requested starting date April 15, 1980
Requested ending date September 30, 1980
Number of participants to be served 200

5. Project costs

Object of expenditure classification (See California School Accounting Manual, Part III.)	Cost categories				
	Administration (A) 306	Training (B) 307	Allowances (C) 308	Services (D) 309	Total (E)
1000 Certified Salaries				0	0
2000 Classified Salaries				6,773	6,773
3000 Employee Benefits				2,252	2,252
4000 Books, Supplies, and Equipment Replacement				1,305	1,305
5000 Contracted Services and Other Operating Expenses	1,353			1,844	3,197
6000 Capital Outlay (Sites, Buildings, Books, and New Equipments)				0	0
7000 Other Outlay				0	0
Totals	1,353	0	0	12,174	13,527

6. The attached Plan of Service (Form CETA-VE-5-A), Analytical Statement of Project Cost Estimate (Form CETA-VE-6-A), Project Application Operations Plan (Form CETA-VE-7), and Statement of Assurances (on reverse side) constitute a firm proposal to provide needed vocational education services under the Comprehensive Employment and Training Act Amendments of 1978 (P.L. 95-524, Section 204).

Signed: X. Twyla J. Thompson Date: APR 15 1980 Phone: (916) 666-8407
Name: Twyla J. Thompson Title: Chairman, Yolo County Board of Supervisors

FOR STATE DEPARTMENT OF EDUCATION USE ONLY

7. Approved by: _____ Date: _____
Signed: _____
Name: _____ Title: _____

Assurance and Certifications

1. The Deliverer of Services providing needed Vocational Education Services assures and certifies that it will comply with the requirements of the Comprehensive Employment and Training Act, hereafter referred to as the Act, and with the Rules and Regulations and policies promulgated thereunder.
2. The Deliverer of Services further assures and certifies that if the Rules and Regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the State Board of Education within 30 days after promulgation of the amendments or revision that it cannot so conform.
3. In addition to the requirements of 1 and 2 above, and consistent with the Rules and Regulations issued pursuant to the Act, the Deliverer of Services makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.
 - c. It will comply with the provisions of the federal Hatch Act which limit the political activity of employees.
 - d. It will give the State Department of Education, through any authorized representative, the access to and the right to examine all records, books, papers, or documents related to this project.
 - e. The Deliverer of Services, in operating programs funded under the Act, assures that it will administer its programs in full compliance with safeguards against fraud and abuse as set forth in CETA and the CETA regulations; that no portion of its CETA program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief.
 - f. Appropriate standards for health and safety in work and training situations will be maintained.
 - g. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds.
 - h. All programs, services, and activities covered by this application will be operated in accordance with the Act, Rules and Regulations issued thereunder, and (as applicable) the California State Plan for Vocational Education.
 - i. CETA funds will be used to supplement, rather than supplant, the level of funds that would otherwise be available for vocational education programs, activities, or services.
4. The Deliverer of Services also certifies that the information in the application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.
5. Termination of Agreement—The Department of Education may terminate this Agreement, in the following instances, by giving written notice to the Deliverer of Services at least five days prior to the effective termination date stated in the notice:
 - a. If the Deliverer of Services abandons its work under this Agreement or if for any reason the timely completion of such work is rendered improbable, infeasible, impossible, or illegal; or
 - b. If the Department of Labor suspends or terminates its obligations (1) under the Grant Agreement between the United States Department of Labor on one part and the State of California pursuant to Section 204 of the Act, or (2) under the Grant Agreement between the United States of America, Department of Labor on one part and the State of California on the other part for Vocational Education Services under CETA.
6. Disposition of Property on Termination—In the event of the termination of this Agreement, or at the end of the term of this Agreement, the Deliverer of Services shall return all personal property to which the Department of Education has title to a place and in a manner directed by the Department of Education.
7. The Deliverer of Services further assures and certifies that it shall complete and submit those reports required by the Department of Education and by federal Rules and Regulations on the dates specified by the Department of Education.
8. Suspension, Termination, or Withholding of Payments—The Department of Education may, at any time in its absolute discretion, elect to suspend or terminate payment to a Deliverer of Services in whole or in

part under this Agreement, or not to make any particular payment under this Agreement, in the event of any of the following occurrences, to wit:

- a. If Deliverer of Services, with or without knowledge, shall have made any misrepresentation of any nature with respect to any information or data furnished the Department of Education in connection with the Agreement;
 - b. If there is pending litigation with respect to the performance by the Deliverer of Services of any of its duties or obligations under the Agreement which may jeopardize or adversely affect the undertaking or the carrying out of the program;
 - c. If the Deliverer of Services shall have taken any action pertaining to the program which requires Department of Education approval without having obtained such approval;
 - d. If the Deliverer of Services makes ineffective or improper use of CETA funds;
 - e. If the Deliverer of Services fails to comply with any of the terms or conditions of this contract;
 - f. If the Deliverer of Services submits to the Department any reports which are incorrect or incomplete in any material respect. The Department of Education shall give the Deliverer of Services ten (10) days written notice of its intention to withhold, suspend, or terminate payments under this paragraph. Such notice shall specify the actions, if any, which must be taken by the Deliverer of Services before any payments will be resumed.
9. Title to Property—Title to nonexpendable personal property and equipment which are purchased wholly with CETA funds pursuant to this Agreement shall be vested in the State of California. Title to such property and equipment which are rented or leased with option to purchase by the Deliverer of Services shall, if the Deliverer exercises the option to purchase and all rental, lease, and option payments are made with CETA funds pursuant to this Agreement, be vested in the State of California. In those cases where, upon exercise of an option to purchase, a portion of the rental, lease, and/or option payments was made with CETA funds pursuant to this Agreement, a pro-rata portion of title to such property and equipment shall be vested in the State of California.
- For the purpose of determining feasibility of using Manpower Development and Training Act equipment or CETA purchased equipment from other locations, any rental, lease, or purchase of equipment under this Agreement is subject to prior application to, and approval of, the State Department of Education.
10. Payment to Deliverer of Services—State agrees to pay Deliverer of Services for the performance of its said services and duties, subject to and in connection with this Agreement, a sum of money not to exceed \$_____.
- Such sum shall be expended and paid by state to Deliverer of Services during the term of this Agreement on a reimbursement basis for services actually performed by Deliverer of Services and for allowable costs actually incurred by and paid by Deliverer of Services, pursuant to this Agreement, upon receipt by state of a statement or statements in a form approved by state and specifying in detail the services performed by, and the costs incurred by and paid by Deliverer of Services, during the quarter for which payment is requested. Each statement shall cover the quarter preceding the quarter in which payment is to be made and shall be accompanied by such supporting invoices, bills, statements, and other written data and documents as are required by state. Payment to Deliverer of Services shall be made within twenty (20) days, or as soon as state fiscal procedures permit, of receipt by state of all such required statements and supporting documents, including but not limited to, paid invoices, provided that state determines that the items on such statements and supporting data for which payment is requested can properly be paid under this Agreement. Department of Labor regulations, and the Grant Agreement between Department of Labor and the state for vocational education services, in the same way from time to time be amended. In making such determination, the state may rely upon the certification by Deliverer of Services that the items appearing on said statement and supporting data are allowable items for payment under this Plan and Agreement, and such determination by the state shall in no way constitute a waiver by the state of its right to recover from Deliverer of Services the amount of any money paid to Deliverer of Services on any item which is not allowable for payment under this Plan and this Agreement.

CETA Financial Agreement Project Application Operations Plan

Under the
Comprehensive Employment and Training Act Amendments of 1978
(P.L. 95-524, Section 204)

(See instructions on back.)

Y.C.Ag. #80-139

Form CETA VE-7 (7-79)

1 original

6 copies

Project agreement number

8	0	0	3	8	0	2	0	0	0	5							
Modification number																	

Prime sponsor Yolo County Manpower Administration

Project title Employment & Education Information & Referral Service

Deliverer of services Yolo Co. Manpower Admin., 500 First Street, Woodland, 95695 (916) 666-8593

Name

Street address (administrative office)

City

ZIP

Telephone

I. Program Planning Summary

	Number of students, cumulative by quarter, fiscal year-to-date			
	12/31/	3/31/	6/30/	9/30/
Vocational education enrollment transactions	(a)	(b)	(c)	(d)
A. Total participants (sum of items A.1 and A.2)			75	200
1. New participants (concurrently enrolled-other Titles)			75	200
2. Participants carried over from previous fiscal year			0	0
B. Total terminations (sum of items B.1 through B.4)			75	200
1. Entered employment			0	0
2. Additional positive terminations			0	0
3. Transfer to regular CETA			75	200
4. Other terminations			0	0
C. Planned participants—End of Quarter (A minus B)			0	0

II. Cumulative Quarterly Projections of Commitments and Expenditures by Project Activities

Activities	Amount projected, fiscal year to date			
	12/31/	3/31/	6/30/	9/30/
	(a)	(b)	(c)	(d)
A. Total vocational education funds committed			13,527	13,527
B. Total projected vocational education expenditures (item B.1 plus item B.2)			7,729	13,527
1. Projected expenditures for classroom training				
2. Projected expenditures for services to participants			7,729	13,527

Instructions for Completing the Special Grant Vocational Education Project Application Operations Plan

Under the Comprehensive Employment and Training Act Amendments of 1978 (P.L. 95-524, Section 204)

This form is part of the financial agreement package to provide information necessary for the completion of the required quarterly progress reports for the project.

Project agreement number—The project agreement number will be provided by the Manpower Education Section.

Modification number—Leave this space blank if this is an initial agreement. Assign numbers in consecutive order if this is a modification.

Prime sponsor—Enter the full name of the prime sponsor.

Project title—Identify the service or training that is being provided.

Deliverer of services—Enter the name, address, and telephone number of the agency signatory to this document.

Block I—Program Planning Summary

Block I provides a summary of the objectives for serving CETA participants in vocational education projects funded by the Governor with five percent CETA funds. This section describes the flow of participants through the program: the number entering; the number leaving (including reasons for their departures); and the number remaining in the project. The plan is *cumulative* for the fiscal year by fiscal year quarter.

Item A. Total participants—Enter the number of enrollments planned for the fiscal year in the vocational education project. This item is the sum of items A.1 and A.2.

Item A.1 New participants—Enter the number of participants who are expected to enter the vocational education project from the prime sponsor's program after the beginning of the fiscal year. All participants who are expected to receive any service or training from the prime sponsor's regular CETA program will be entered here if they are to be enrolled in the vocational education special grant project.

Item A.2 Participants carried over from the previous fiscal year—Enter the number of participants who are expected to be enrolled in the vocational education project on the last day of the previous fiscal year. This entry should be updated to reflect the actual current enrollment when these data become available. This entry will be identical in all quarters.

Item B. Total terminations—Enter the number of terminations expected to occur during this fiscal year. This number is the sum of items B.1 through B.4 for each quarter.

Item B.1 Entered employment—Enter the number of participants who are expected to be placed in, or who will obtain, unsubsidized employment during the fiscal year. Make entries only for those participants placed in employment directly by an

agency funded with vocational education special grant funds. Include participants who leave training to enter the armed forces.

Item B.2 Additional positive termination—Enter the number of participants expected to leave the vocational education project during the fiscal year in order to enroll in full-time academic or vocational schools or to enroll in non-CETA-funded manpower programs.

Item B.3 Transfer to the regular CETA program—Enter the number of participants who are expected to leave the vocational education project during the fiscal year to enter a prime sponsor's CETA program not funded by the vocational education special grant. The number of participants who are expected to complete training in a vocational education special grant project and are referred to the prime sponsor for placement should be entered here.

Item B.4 Other terminations—Enter the number of participants who are expected to leave the vocational education project during the fiscal year for reasons other than those listed under items B.1, B.2, and B.3.

Item C. Planned participants (end of quarter)—Enter the number of participants who are expected to be enrolled in the vocational education project at the end of each quarter. This entry equals the difference between Item A and Item B for each quarter. Entries will not be cumulative.

Block II—Cumulative Quarterly Projections of Commitments and Expenditures

Item A. Total vocational education funds committed—Enter the vocational education funds, cumulative by fiscal year quarter, to be committed. All entries will be rounded to the nearest dollar.

Item B. Total projected vocational education expenditures—The total amount will be entered in either Item B.1 or Item B.2, depending on which is the primary activity of the project.

Item B.1 Projected expenditures for classroom training—Enter the planned accrued expenditures, cumulative by quarter, of vocational education funds for classroom training as defined in the federal regulations. Include allowances as a classroom training activity.

Item B.2 Projected expenditures for services to participants—Enter the planned accrued expenditures, cumulative by quarter, of vocational education funds for this activity as defined in the federal regulations.

NOTE: The amount entered in column III.B.(d) should be identical with the amount entered in column I.E.(a).

CETA

Authorized Signature Certification

Under the
Comprehensive Employment and Training Act of 1978

(Instructions on reverse side)

1. Agency (Deliverer of services; Prime sponsor; Subgrantee) YOLO COUNTY MANPOWER ADMINISTRATION	2. Prime sponsor area YOLO COUNTY
3. Address: 500 First Street, Woodland, CA 95695	4. Phone 916-666-8593
5. Signature (Authorized officer of agency) <i>Twyla J. Thompson</i>	6. Date signed APR 15 1990
7. Phone (916) 666-8407	8. Print authorized officer's name TWYLA J. THOMPSON
9. Title CHAIRMAN - BOARD OF SUPERVISORS	

The following named persons are authorized by the agency named above to sign on behalf of the agency documents under the Comprehensive Employment and Training Act of 1978. Authorization remains in force until an authorized officer of the agency notifies the Manpower Education Section, California State Department of Education, 721 Capitol Mall, Sacramento, CA 95814, of a change.

If a change in the authorized officer of the agency takes place, a new Authorized Signature Certification (Form CETA-VE-18) shall be submitted to the Manpower Education Section.

10. Print name of designee LAWRENCE L. CLAYTON, JR.	11. Title PRINCIPAL ADMINISTRATIVE ANALYST
12. Signature <i>Lawrence L. Clayton Jr.</i>	13. Phone 666-8536
10. Print name of designee CATHIE M. WICKS	11. Title DEPUTY DIRECTOR - MANPOWER DIVISION
12. Signature <i>Cathie M. Wicks</i>	13. Phone 666-8536
10. Print name of designee NANCY B. CARLTON	11. Title MANPOWER COORDINATOR
12. Signature <i>Nancy B. Carlton</i>	13. Phone 666-8374

(FOR STATE USE ONLY)

Instructions
for Completing Form CETA-VE-18,
Authorized Signature Certification

The Authorized Signature Certification is used to authorize the signing of documents, including nonfinancial agreements, financial agreements, individual referral forms, and claims forms by a person or persons other than a chief elected official, chief executive officer, or Chief Deliverer of Services official.

1. *Agency*
Enter legal name of agency submitting the Authorized Signature Certification (CETA-VE-18) form.
2. *Prime sponsor area*
Enter unit of government, or combinations of units of government, which have entered into a grant with the Department of Labor to provide comprehensive manpower services under Title I of CETA.
3. *Address*
Enter legal address of agency.
4. *Phone*
Enter phone number of agency.
5. *Signature*
Signature of chief elected official or chief executive officer or Chief Deliverer of Services official.
6. *Date*
Enter date Certification is signed.
7. *Phone*
Enter phone number if different from Item 4.
8. *Name*
Print or type name of chief elected official or chief executive officer or Chief Deliverer of Services official.
9. *Title*
Enter official title of person signing in Item 5.
10. *Designee*
Print or type name(s) of person(s) authorized to sign documents for the chief elected official or chief executive official or Chief Deliverer of Services official.
11. *Title*
Enter title of person(s) in Item 10.
12. *Signature*
Signature of person(s) in Item 10.
13. *Phone*
Phone number of person(s) in Item 10.

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AGREEMENT NO. 80-140

(Agreement Amending Agreement NO. 79-264 to increase maximum reimbursement)

THIS AGREEMENT, made and entered into this 15th day
April, 1980, by and between the County of Yolo, a political
subdivision of the State of California, hereinafter referred to as COUNTY,
and East Yolo Information Center for Alcoholism, a non profit corporation,
hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY and PROVIDER are contractually bound by Agreement NO 79-264,
which by its terms calls for a maximum payment not to exceed eight
thousand seven hundred and fifty one dollars. (\$8,751).
2. PROVIDER needs additional funds in order to cover increased cost, partic-
ularly rent, in order to sustain program through current year.
3. COUNTY and PROVIDER ^{wish} to amend Agreement NO 79-264 to add fifteen
hundred dollars. (\$1,500) reimbursable under the Agreement.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in
hereinafter recited agreements and PROVIDER, in consideration of COUNTY'S
promises contained inhereafter recited agreements, agree:

1. Paragraph 11a, page 4 and 5, line 5-28, page 4 and 1-4, page 5, of
Agreement NO: 79-264 is amended to read:
 - a. The maximum payments from COUNTY to PROVIDER during the term of this
agreement shall be a sum not to exceed ten thousand two hundred and
fifty one dollars. (\$10,251) as shown on line 80 of attached program
budget. (Exhibit 2); or payment in accordance with the provisions
of 11 b-d below for services rendered from the beginning of the
term of this agreement through the termination date specified in the
notice of termination described in Agreement 14, below. Exhibit

- 1 c shall be the basis for and limitation of any and all reimbursement
2 from COUNTY to PROVIDER for services provided. This budget includes
3 additional revenues that it is anticipated PROVIDER will receive from
4 other sources.
- 5 2. All other provisions of Agreement NO 29-264 remain in full force and
6 effect.

7 IN WITNESS WHEREOF, the parties hereto have executed this agreement
8 as of the day and year hereinabove setforth.

9

10 COUNTY OF YOLO, a political subdivision
11 of the State of California

12 By Luella J. Thompson
13 CHAIRMAN OF THE BOARD OF SUPERVISORS

14 ATTEST:

15 PETER McNAMEE, COUNTY CLERK

16 By Jan Orser
17 (Deputy)

18 EAST YOLO ALCOHOLISM INFORMATION CENTER
19 a non-profit corporation

20 By Christal Ducklin
21 PRESIDENT, BOARD OF DIRECTORS

22 DEPARTMENT OF ALCOHOL AND
23 DRUG PROGRAM

24 By _____
25 (Director)

26 APPROVED AS TO FORM

27 CHARLES R. MACK
28 COUNTY COUNSEL

By Charles R. Mack
COUNTY COUNSEL

BK

AGREEMENT NO. 80-141

(Agreement Amending Agreement NO. 79-263 to increase maximum reimbursement)

THIS AGREEMENT, made and entered into this 15th day of April, 1980, by and between the County of Yolo, political subdivision of the State of California, hereinafter referred to as COUNTY, and Yolo Alcoholic Recovery Center, a non profit corporation, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY and PROVIDER are contractually bound by Agreement NO 79-263, which by its terms calls for a maximum payment not to exceed twenty seven thousand and sixty six dollars. (\$27,066).
2. PROVIDER needs additional funds in order to cover increased cost, particularly rent, in order to sustain program through current year.
3. COUNTY and PROVIDER ^{wish} to amend Agreement NO 79-263 to add two thousand five hundred dollars. (\$2,500)

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. Paragraph 11a, page 5, lines 5-15 of Agreement NO: 79-263 is amended to read:
 - a. The maximum payments from COUNTY to PROVIDER during the term of this agreement shall be a sum not to exceed twenty nine thousand and five hundred and sixty six dollars. (\$29,566) as shown on line 80 of attached program budget. (Exhibit 2); or payment in accordance with the provisions of 11 b-d below for services rendered from the beginning of the term of this agreement through the termination date specified in the notice of termination described in Agreement 14.

1 below. Exhibit C shall be the basis for and limitation of any and all
2 reimbursement from COUNTY to PROVIDER for services provided. This budget
3 includes additional revenues that it is anticipated PROVIDER will receive
4 from other sources.

5 2. All other provisions of Agreement NO 79-263 remain in full force and
6 effect.

7 IN WITNESS WHEREOF, the parties hereto have executed this agreement
8 as of the day and year hereinabove setforth.

9
10 COUNTY OF YOLO, a political subdivision
11 of the State of California

12 By Theresa J. Thompson
13 CHAIRMAN OF THE BOARD OF SUPERVISORS

14 ATTEST:

15 PETER McNAMEE, COUNTY CLERK

16 By Jan Crow
(Deputy)

17 YOLO ALCOHOLIC RECOVERY CENTER
18 a non-profit corporation

19 By Richard L. Powell

20
21 DEPARTMENT OF ALCOHOL AND
22 DRUG PROGRAM

23 By _____
(Director)

24
25 APPROVED AS TO FORM

26 CHARLES B. MACK

27 By Charles B. Mack
28 DEPT. CLERK

BK
FILED

APR 23 1980

1 PETRO McNAMARA, Clerk
E/ *P. J. Omer*
2 DEPUTY

AGREEMENT NO. 80-142

LEASE

3 THIS LEASE made and entered into this 22nd day of April, 1980,
4 by and between Dr. Earl Fisher, hereinafter called LANDLORD, and the COUNTY OF
5 YOLO, a political subdivision, hereinafter called TENANT.

6 WITNESSETH:

7 1. DESCRIPTION. LANDLORD hereby leases to TENANT, and TENANT hereby hires on
8 the terms and conditions hereinafter set forth those certain premises
9 situated in the City of Woodland, County of Yolo, known as 453 First Street,
10 Woodland, California, which premises are further described as office
11 buildings comprising approximately 1,700 square feet.

12 2. TERM.

13 A. The term of the lease shall commence on May 15, 1980 and expire on
14 September 30, 1982.

15 3. RENT.

16 A. TENANT shall pay the sum of SIX HUNDRED EIGHTY DOLLARS (\$680) to LESSOR,
17 by County Warrant, on the first day of each month during the term of
18 this lease, commencing on MAY 15, 1980.

19 B. TENANT shall pay, as additional rent, a proportionate share, as herein-
20 after defined, of any property taxes assessed against said premises,
21 over the amount of such taxes in the tax year 1979/80. For purposes of
22 this paragraph, "proportionate share" shall be the ratio between the
23 value of the leased premises compared to the value of the total
24 improvements, of which the leased premises are a part, said ratio to be
25 determined by the County of Yolo Assessor.

26 4. USE. The premises shall be used and occupied only for the purpose of
County offices or any other office use reasonably related thereto.

5. UTILITIES. TENANT shall pay all charges for utilities used on the leased
premises during the lease term.

1 6. REPAIRS AND ALTERATIONS.

2 A. LANDLORD agrees to maintain the roof and outside walls, including
3 painting as necessary. TENANT agrees to pay for all regular and
4 periodic maintenance costs of the heating and air conditioning to a
5 maximum of \$150. LANDLORD shall pay for that portion of the cost of
6 any repairs to the heating and air conditioning system exceeding \$150.
7 TENANT shall pay for any plumbing repairs occasioned as a result of
8 TENANT's occupancy, as well as all interior painting and other repairs
9 to the interior of the premises.

10 B. LANDLORD agrees to maintain parking lot and other common areas.

11 C. LANDLORD will ensure that office equipment from previous occupants is
12 removed from the premises prior to May 15, 1980 except that movable
13 partitions will be left in the premises. LANDLORD will also replace
14 missing venetian blind and will ensure that the premises are in a clean
15 and orderly condition prior to TENANTS occupancy.

16 7. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless
17 from and against any and all claims arising from any act, omission, or
18 negligence of TENANT, or its contractors, licensees, agents, servants, or
19 employees.

20 8. INSURANCE. During the term of this lease agreement, TENANT shall, at its
21 own expense, maintain in full force, a policy or policies of public liability
22 insurance insuring against liability for injury for persons and property,
23 and for death of persons arising from any accident, injury or damage occurring
24 in, on, or about the premises, or any portion of them arising from any act,
25 omission, or negligence of TENANT or its contractors, licensees, agents,
26 servants, or employees.

27 9. ASSIGNMENT AND SUBLETTING. TENANT shall not assign nor sublease the said
28 premises, or any part thereof, without the written consent of LANDLORD first
29 had and obtained, and that a consent to one assignment or subletting shall
30 not be construed as a consent to any subsequent assignment or subletting.

1 10. NOTICES. All notices required by this Agreement shall be in writing, and
2 shall be served by deposit in the U.S. Mail, postage paid, and addressed
3 as follows:

4 TENANT: DIRECTOR OF GENERAL SERVICES AGENCY
5 COUNTY COURTHOUSE
6 725 COURT STREET
7 WOODLAND, CALIFORNIA 95695

8 LANDLORD: DR. EARL FISHER
9 402 PENDEGAST STREET
10 WOODLAND, CALIFORNIA 95695

11 11. CONDITIONAL LIMITATIONS. Each term and each provision of this lease
12 performable by TENANT shall be construed to be both a covenant and a
13 condition.

14 12. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall
15 not be construed as a waiver of a subsequent breach of the same or any other
16 covenant or condition. LANDLORD's consent to or approval of any act by
17 TENANT requiring LANDLORD's consent or approval shall not be deemed to waive
18 or render unnecessary LANDLORD's consent to or approval of any subsequent
19 similar act by TENANT.

20 13. BINDING ON SUCCESSORS. The terms and provisions of this Lease shall be
21 binding upon the inure to the benefit of the heirs, executors, administrators,
22 successors, and assigns of LANDLORD and TENANT.

23 14. OPTION.

24 A. Renewal option. LANDLORD hereby grants TENANT a renewal option to renew
25 this Lease for an additional term on the same terms and conditions as
26 set forth herein; provided however, that the rent amounts shall be
renegotiated upon the exercise by TENANT of said option.

IN WITNESS WHEREOF, the parties hereto have executed Lease on the day
and year first above written.

1 //////////////

2 LANDLORD:

3
4 Earl Fisher
5 DR. EARL FISHER
6

7 TENANT:

8
9 Thompson
10 CHAIRMAN OF THE BOARD OF SUPERVISORS
11

12 ATTEST:

13
14 PETER McNAMEE, COUNTY CLERK

15 BY Joe Orser

16 deputy
17

18 (SEAL)
19
20

21 ATTACHED TO FORM
22 COUNTY CLERK
23
24
25
26

FILED

APR 23 1988

AGREEMENT NO. BD-143

PETER McNAMEE, Clerk

LEASE

By John Oser
1 DEPUTY

2 THIS LEASE made and entered into this 22nd day of April, 1988,
3 by and between WILLIAM O. ROSE, hereinafter called LANDLORD, and the COUNTY OF
4 YOLO, a political subdivision, hereinafter called TENANT.

5 WITNESSETH:

6 1. DESCRIPTION. LANDLORD hereby leases to TENANT, and TENANT hereby hires on
7 the terms and conditions hereinafter set forth those certain premises
8 situated in the City of Woodland, County of Yolo, known as 429 First Street,
9 Woodland, California.

10 2. TERM.

11 A. The term of the lease shall commence on the day hereinabove set
12 forth and expire on June 30, 1985. Lease Agreement 79-215 is superseded
13 upon the day hereinabove set forth.

14 3. RENT. TENANT shall pay LANDLORD rent on the first day of each calendar
15 month during the term of this lease as shown on the following schedule.

16 SCHEDULE (County Fiscal Year = July thru June)

17	<u>1979/80</u>	<u>1980/81</u>	<u>1981/82</u>	<u>1982/83</u>	<u>1983/84</u>	<u>1984/85</u>
18	\$ 440.00	\$ 484.00	\$ 532.00	\$ 585.00	\$ 644.00	\$ 708.00

19 4. USE. The premises shall be used and occupied only for the purposes of
20 operation of a Day School Program by the County Social Services Director
21 and any other purpose reasonably related thereto.

22 5. UTILITIES. TENANT shall pay all charges for utilities used on the premises
23 during the lease term.

24 6. REPAIRS AND ALTERATIONS.

25 A. The LANDLORD agrees to maintain and repair the interior and exterior
26 water and sewer lines, electrical service and circuits, roof, heating,
air conditioning, and hot water heating. TENANT agrees to maintain

1 the remainder of the premises in the condition as it existed upon
2 occupancy, ordinary wear and tear excepted.

3 B. TENANT will not commit, or suffer to be committed, any waste upon the
4 said premises, or any public or private nuisance; and that the TENANT
5 will not make, or suffer to be made, any alterations of the said
6 premises, or any part thereof, without the written consent of the
7 LANDLORD first had and obtained, and that any additions to, or
8 alterations of, the said premises, except movable furniture and trade
9 fixtures, shall become at once a part of the realty and belong to the
10 LANDLORD.

11 C. Notwithstanding paragraph 6.B. LANDLORD agrees to allow TENANT to make
12 the following improvements.

- 13 1. Fence front and back yard.
- 14 2. Blacktop recreation area.
- 15 3. Place sign designating the premises as a school.

MIDTOWN SCHOOL, a joint endeavor of:
YOLO COUNTY SCHOOLS and the
YOLO COUNTY BOARD OF SUPERVISORS.

- 16 4. Painting of the following rooms: office, entry and
17 first classroom, stairway and other classrooms.
- 18 5. Carpeting of entry, front classroom, office, second
19 classroom and crafts room.
- 20 6. General repairs, lighting fixtures, plaster repairs, dry
rot in cupboards, etc.

21 7. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless
22 from and against any and all claims arising from any act, omission, or
23 negligence of TENANT, or its contractors, licensees, agents, servants, or
24 employees.

25 8. INSURANCE. During the term of this lease, TENANT shall, at its own expense,
26 maintain in full force, a policy or policies of public liability insurance
insuring LANDLORD and TENANT against liability for injury for persons and

1 property, and for death of persons arising from any accident, injury or
2 damage occurring in, on, or about the premises, or any portion of them
3 arising from any act, omission, or negligence of TENANT or its contractors,
4 licensees, agents, servants, or employees. The liability under such
5 insurance shall be not less than \$100,000 for any one person injured, or
6 killed, not less than \$300,000 for any one accident, and not less than
\$50,000 for property damage.

7 9. ASSIGNMENT AND SUBLETTING. The TENANT shall not assign this Lease, or any
8 interest therein, and shall not lease or underlet the said premises, or any
9 part thereof, or any right or privilege appurtenant thereto, without the
10 written consent of the LANDLORD first had and obtained. A consent
11 to one assignment or subletting shall not be construed as a consent to any
12 subsequent assignment or subletting. It is hereby mutually covenanted and
13 agreed that, unless such written consent thereto has been so had and
14 obtained, any assignment or transfer, or attempted assignment or transfer,
15 of this Lease or of any interest therein, or underletting, either by
16 voluntary or involuntary act of the TENANT or by operation of law or
otherwise, shall, at the option of the LANDLORD, terminate this Lease; and
any such purported assignment (by death excepted), transfer, or underletting,
without such consent, shall be null and void.

17 10. NOTICES. All notices to be given to TENANT by LANDLORD shall be given in
18 writing filed with the Clerk of the Board of Supervisors of the County of
19 Yolo or by depositing the same in the United States Mail, postage prepaid,
20 and addressed to the Chairman of the Board of Supervisors, Courthouse,
21 Woodland, California. Notices to LANDLORD shall be given in writing
22 personally or by depositing the same in the United States Mail, postage
23 prepaid, and addressed to LANDLORD at P.O. Box 725, Woodland, California
95695.

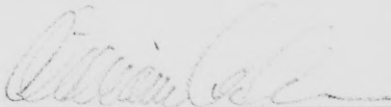
24 11. CONDITIONAL LIMITATIONS. Each term and each provision of this Lease
25 performable by TENANT shall be construed to be both a covenant and a
26 condition.

- 1 12. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall
2 not be construed as a waiver of a subsequent breach of the same or any other
3 covenant or condition. LANDLORD's consent to or approval of any act by
4 TENANT requiring LANDLORD's consent or approval shall not be deemed to waive
5 or render unnecessary LANDLORD's consent to or approval of any subsequent
6 similar act by TENANT.
- 7 13. CONSTRUCTION. The marginal headings or title to the paragraphs of this
8 Lease are not a part of this Lease and shall have no effect upon the
9 construction or interpretation of any part of this Lease.
- 10 14. BINDING ON SUCCESSORS. The terms and provisions of this Lease shall be
11 binding upon the heirs to the benefit of the heirs, executors, administrators,
12 successors, and assigns of LANDLORD and TENANT.
- 13 15. OPTION.
- 14 A. Renewal option. LANDLORD hereby grants TENANT a renewal option to renew
15 this Lease for an additional term of three (3) years from and after the
16 expiration of the original term on the same terms and conditions as set
17 forth herein; provided however, that the rent amounts shall be
18 renegotiated upon the exercise by TENANT of said option.
- 19 16. TERMINATION. LANDLORD acknowledges that this agreement is for a term of five
20 (5) years; provided however, notwithstanding anything contained to the contrary
21 in this Agreement, LANDLORD agrees that TENANT may terminate this Agreement
22 at any fiscal year end with thirty (30) days prior written notice to the
23 LANDLORD for any one of the following reasons:
- 24 1. TENANT has exhausted all funds legally available for payments to become
25 due under this Agreement; or
- 26 2. Funds which have been appropriated are withheld and are not made
available to TENANT; or
3. An appropriation of funds for the next fiscal year is made, but prior to
actual release such appropriation is withdrawn.

1 Upon the expiration of the notice period after the happening of the above,
2 TENANT's obligation under this Agreement shall terminate provided the
3 TENANT has made all payments required to date of termination, and further
4 provided that all other obligations of TENANT including the obligations to
5 return the property at TENANT's expense in the same condition as when
6 leased, ordinary wear and tear excepted.

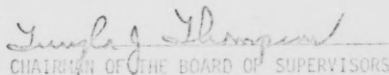
7 IN WITNESS WHEREOF, the parties hereto have executed this Lease
8 on the day and year first above written.

9 LANDLORD:

10 

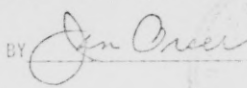
11
12 WILLIAM O. ROSE

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15 TENANT:

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18 
19 CHAIRMAN OF THE BOARD OF SUPERVISORS

20 ATTEST:

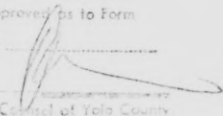
21
22 PETER McNAMEE, COUNTY CLERK

23 BY 

24 Deputy

25 (SEAL)
26

Approved as to Form

Dated 

County Counsel of Yolo County

FILED BK

APR 23 1980

PETER McNAMÉE, Clerk
By Jan Orser
DEPUTY

AGREEMENT NO. 80-144

(Parks and Museum Consultant)

THIS AGREEMENT, dated for convenience this 22nd day of April, 1980, in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY"), and EARL BALCH, in his individual proprietary capacity, (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

RECITALS:

1. By Minute Order No. 80-252, County Board of Supervisors approved the association of a consultant to assist the County Community Development Agency on an interim basis in performing its Parks and Museum planning responsibilities.
2. Government Code Section 31000 authorizes the Board of Supervisors to contract for special services on behalf of any County officer or department, such contracts to be with persons specially trained, experienced, expert and competent to perform the special services, which shall consist of services, advice, education, and/or training for such public entities or the employees thereof.
3. CONTRACTOR has submitted a "Parks and Museum Responsibilities -- Timeframe", dated April 10, 1980, attached hereto as Exhibit "A" and incorporated herein by this reference.
4. In reliance on said Parks and Museum Responsibilities -- Timeframe, and the representations made therein, including those as to the suitability of CONTRACTOR to perform the services

1 referenced therein, CONTRACTOR'S understanding of the require-
2 ments of the services to be provided and COUNTY'S Parks and
3 Museum programs, and the unique qualifications of CONTRACTOR,
4 COUNTY desires to obtain CONTRACTOR'S special expert services to
5 perform said functions, and CONTRACTOR desires to provide such
6 special expert services and represents hereby that he is fully
7 ready, willing and able so to provide.

8 AGREEMENTS:

9 1. WORK. CONTRACTOR, for and in consideration of the covenants,
10 conditions, agreements and stipulations set forth in this agree-
11 ment, does hereby agree to furnish to COUNTY the services set
12 forth in Exhibit "A" to this agreement, including but not limited
13 to, the following:

14 A. CONTRACTOR shall perform the work set forth in Exhibit "A"
15 in accordance with the timeframes set forth in Exhibit "A"
16 and this agreement.

17 B. CONTRACTOR shall perform said services as are required by
18 Exhibit "A" in a professional and competent manner, consis-
19 tent with COUNTY'S general policies regarding Parks and
20 Museum planning functions and the form of such documents as
21 will be drafted by CONTRACTOR pursuant to Exhibit "A".

22 C. CONTRACTOR shall attend such meetings as are required by
23 Exhibit "A" or necessary for the performance of tasks set
24 forth on Exhibit "A".

25 D. The performance by CONTRACTOR of the duties set forth herein
26 shall be subject to the general supervision of the Director

1 of the Community Development Agency, and shall report to the
2 Director of the Community Development Agency, and through
3 the Director, to the County Administrative Officer.

4 2. STANDARDS. CONTRACTOR shall perform all services required
5 pursuant to this agreement in the manner and according to the
6 standards observed by a competent practitioner of the profession
7 in which CONTRACTOR is engaged. All work products of whatsoever
8 nature which CONTRACTOR delivers to COUNTY pursuant to this
9 agreement shall be prepared in a substantial first-class and
10 workmanlike manner and conform to the standards of quality
11 normally observed by a person practicing in CONTRACTOR'S profes-
12 sion.

13 3. ASSIGNMENT OR SUBCONTRACTING. No performance of this agree-
14 ment or any portion thereof may be assigned or subcontracted by
15 CONTRACTOR to any other person or firm without the express
16 written consent of COUNTY first had and obtained, and any attempt
17 by CONTRACTOR to assign or subcontract any performance of this
18 agreement without said consent shall be null and void and shall
19 constitute a breach of this agreement. Whenever the CONTRACTOR is
20 authorized to subcontract or assign, he shall include all the
21 terms of this agreement in any such subcontract or assignment.

22 4. EXCULPATORY CLAUSE. CONTRACTOR shall indemnify, defend and
23 hold harmless COUNTY, its officers, agents, and employees from
24 and against all claims, demands, losses, damage liability, cost
25 and expenses of whatever nature, including court costs and
26 counsel fees accruing or resulting to any person, firm or

1 corporation who may be injured by CONTRACTOR in the performance
2 of this agreement.

3 5. TERMINATION. The COUNTY shall have the right to terminate
4 this Agreement at its sole discretion at any time upon
5 thirty (30) days' written notice to CONTRACTOR. The COUNTY shall
6 also have the right to terminate this Agreement immediately for
7 failure of the CONTRACTOR to comply with the terms and conditions
8 of this Agreement. In the case of early termination, a final
9 payment will be made to the CONTRACTOR upon receipt of a report
10 covering compensation earned to termination. In the event of such
11 immediate termination, COUNTY may proceed with the work in any
12 manner deemed proper by the COUNTY. The cost to the COUNTY shall
13 be deducted from any sum due to the CONTRACTOR under this
14 Agreement, and the balance, if any, shall be paid the CONTRACTOR
15 upon demand.

16 6. RECORDS. CONTRACTOR shall maintain a complete and accurate
17 program and accounting records showing the services performed in
18 connection with the performance of this Agreement, including
19 working papers in any way associated with the performance of this
20 Agreement and shall make such records available for inspection by
21 authorized representatives of COUNTY at any reasonable time
22 during the performance of this Agreement, and for a period of
23 three (3) years from and after the date of final payment.

24 7. INDEPENDENT CONTRACTOR. It is specifically agreed that in
25 the making and execution of this Agreement, CONTRACTOR and any
26 agents and employees of CONTRACTOR are independent contractors

1 and are not and shall not be construed to be agents or employees
2 of COUNTY and that CONTRACTOR shall have no authority, expressed
3 or implied, to act on behalf of COUNTY or to bind COUNTY to any
4 obligation whatsoever.

5 It is further understood and agreed that CONTRACTOR as an
6 independent contractor is not subject to the direction and
7 control of COUNTY except as to final result. CONTRACTOR shall be
8 solely liable and responsible to pay all required taxes and other
9 obligations, including, but not limited to, withholding and
10 Social Security. CONTRACTOR agrees to indemnify and hold the
11 COUNTY harmless from any liability which it may incur to the
12 Federal or State Governments as a consequence of this agreement.

13 8. TIME. Time is of the essence of this Agreement.

14 9. NO ALTERATION. No alteration or variation of the terms of
15 this Agreement shall be valid unless made in writing and signed
16 by the parties hereto, and no oral understandings or agreement
17 not incorporated herein, shall be binding on any of the parties
18 hereto.

19 10. LAWS. The CONTRACTOR shall comply fully with all applicable
20 Federal, State, and local laws, ordinances, regulations, and
21 permits. The CONTRACTOR shall secure any new permits required by
22 authorities having jurisdiction over the project, and shall
23 maintain any presently required permits.

24 11. COMPENSATION. The consideration to be paid CONTRACTOR, as
25 provided herein, shall be in compensation for all of CONTRACTOR'S
26 expenses incurred in the performance hereof, including travel and

1 per diem, unless otherwise expressly so provided.

2 12. SUCCESSORS. This Agreement shall inure to the benefit and
3 bind the successors of each of the parties.

4 13. PAYMENT.

5 A. COMPENSATION. COUNTY, for and in consideration of the
6 covenants, conditions, agreements, and stipulations of
7 the CONTRACTOR herein expressed, does hereby agree to
8 pay as total compensation to CONTRACTOR, the sum of
9 THIRTEEN-THOUSAND-SIX-HUNDRED (\$13,600.00) DOLLARS in
10 the manner set forth in this section.

11 B. PROGRESS PAYMENTS. Said compensation shall be paid in
12 six (6) equal monthly installments, each to be paid on
13 the first regular pay day for COUNTY employees during
14 such month, and due and payable upon the presentation of
15 a claim by CONTRACTOR to the Director of the Community
16 Development Agency as set forth herein.

17 C. CLAIMS. Upon completion of each months' service, CON-
18 TRACTOR shall submit a claim to the Director of the
19 Community Development Agency (hereinafter "DIRECTOR") of
20 COUNTY. Said claim shall set forth the performance for
21 which payment is sought, and shall be accompanied by
22 such additional information as the DIRECTOR may require.
23 If the DIRECTOR determines that such performance has
24 been completed in accordance with this agreement, the
25 DIRECTOR shall approve such claim for payment as set
26 forth hereinabove.

1 D. EXPENSES. Upon approval of DIRECTOR, CONTRACTOR shall be
2 reimbursed for out-of-pocket expenses to which CONTRAC-
3 TOR is entitled by this subparagraph. CONTRACTOR shall
4 be entitled to the same reimbursement for expenses as
5 are reimburseable to members of COUNTY'S Management Unit
6 and as are incurred by CONTRACTOR in the performance of
7 his duties pursuant to this agreement. Claims for ex-
8 penses shall be submitted in the form and manner pre-
9 scribed by DIRECTOR.

10 14. SUPPORT SERVICES. COUNTY will provide all necessary support
11 services to CONTRACTOR subject to approval by DIRECTOR, includ-
12 ing, but not limited to, secretarial assistance, office space,
13 materials and supplies, and use of COUNTY vehicles when traveling
14 on COUNTY business pursuant to this agreement.

15 15. TERM. The term of this agreement shall commence on April 8,
16 1980, and shall expire on September 31, 1980.

17 IN WITNESS WHEREOF, the parties hereto have executed this
18 agreement the day and year first above written.

19 COUNTY OF YOLO, a political subdivision of
20 the State of California

21 By: Temple J. Thompson
22 CHAIRMAN OF THE BOARD OF SUPERVISORS
23 COUNTY OF YOLO, STATE OF CALIFORNIA

24 ATTEST:

25 PETER McNAMEE, CLERK

26 By: Jim Orser
(SEAL) Deputy

EARL BALCH, CONTRACTOR

Earl A. Balch

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4/10/80

PARKS & MUSEUM RESPONSIBILITIES - TIME FRAME

Earl Balch, Park & Museum Consultant

RECEIVED

APR 21 1980

Approx. Hours
@ 85 hrs/month

COUNTY COUNSEL

- | | |
|--------|---|
| 8 - 12 | 1. Agenda and minutes of Parks & Recreation Committee - Ongoing. |
| 10 | 2. Reports and recommendations to the Board of Supervisors regarding Committee actions - Ongoing. |
| 8 | 3. Correspondence and questionnaires on Park activities - Ongoing. |
| 10 | 4. Develop, with County Counsel's Office, concession agreements with Yolo Bowman and S. Fortner - May 16, 1980. |
| 10 | 5. Review with the Manager, Parks and Grounds, the functioning and planning of the goals for increased efficiency in the functioning of Cache Creek Canyon Park. - August 30, 1980. |
| | 6. Grants applications and recommendation: |
| 4 | A. Working on second phase grant for Knights Landing Boat Ramp - May 30, 1980. |
| 4 | B. Preliminary discussion of grants for Clarksburg Boat Ramp and Putah Creek Fishing Access - May 30, 1980. |
| 8 | C. Elkhorn Park grant - develop plans to utilize Park Bond money - September 1, 1980. |
| 8 | 7. Work with Davis Dog Club and others on use of Davis Communications Annex site - September 1, 1980. |
| 11 | 8. Work with General Services Agency to develop reservation system and fee collection, which can be turned over to them - June 30, 1980. |

Museum Responsibilities

- | | |
|----|--|
| 8 | 1. Agenda and Minutes for Museum & Historical Landmarks Advisory Committee - Ongoing. |
| 8 | 2. Reports and recommendations to Board of Supervisors regarding Committee actions - Ongoing. |
| 30 | 3. Work with volunteers on various acquisitions and catalog projects - Ongoing. |
| 8 | 4. Correspondence dealing with Museum activities - Ongoing. |
| 12 | 5. Preliminary Archival work with Mary Stephens - July 1, 1980. |
| 12 | 6. Liaison with Committee, Public Building & Architectural Assistance Divisions of Community Development Agency, and others on the use of restoration money - Ongoing. |
| 8 | 7. Current application for additional restoration money, as appropriate - September 30, 1980. |

FILED

APPROVED

AGREEMENT NO. 80-145

PETER McNAMEE, Clerk

By

John Ornes
DEPUTY

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 25th day
of February, 1980, by and between

RAM Constructors

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and performed
by the said County, and under the conditions expressed in the
two bonds, bearing even date with this contract, and hereunto
attached, the said Contractor agrees with said County at his
own proper cost and expense, to do all the work and furnish
all the materials, except such as are mentioned in the
specifications and plans to be furnished by said County necessary
to construct and complete in a good workmanlike and substantial
manner and to the satisfaction of the Department of Public
Works, of the County of Yolo,

The Restoration and Development of Yolo County Museum Phase I in
Woodland, California.

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans entitled

RESTORATION AND DEVELOPMENT OF YOLO COUNTY MUSEUM

(Plan Index No. 79-152

Approved JUNE 19, 1979 (date) by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within Fifteen (15) days next after the date of issuance of the Notice to Proceed and for its completion to be within Sixty (60) working days next after date of issuance of Notice to Proceed, including any punch list items; and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Base Bid	Lump Sum	74,767.00	74,767.00
2	Alt. #1	Lump Sum	5,000.00	5,000.00
3	Alt. #2	Lump Sum	6,500.00	6,500.00
Total			\$86,267.00	\$86,267.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

[Signature]
(County Counsel)

COUNTY OF YOLO

BY *[Signature]* 90
Chairman of the Board of Supervisors

ATTEST:

PETER MCNAMEE, Clerk

By *[Signature]* Deputy



BY *[Signature]*
RAM Constructors
4555 Auburn Blvd. #8
Sacramento, California
95841
Contractor & Address

Licensed in accordance with
an act providing for the
registration of Contractors,
License No. 307896

FILED

BK

14

APR 23 1980

PETER McNAMREE, Clerk

By

Jan Chasen
DEPUTY

AGREEMENT NO. 80-146

(Agreement Extending the Term of
Agreement No. 75-89 Regarding Cache
Creek Rafting Concession)

THIS AGREEMENT, made and entered into this 21 day of
April, 1980, by and between the County of Yolo, a
political subdivision of the State of California, (hereinafter
called "COUNTY"), and SAM FORTNER, dba Cache Creek Canyon River
Trips, (hereinafter called "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. On March 24, 1975, COUNTY and CONTRACTOR entered Agreement No. 75-89 granting a license to CONTRACTOR to occupy COUNTY-owned property to conduct a recreational business, namely Cache Creek Canyon River Trips.
2. The term of Agreement No. 75-89 was five (5) years, and said agreement expired on March 24, 1980.
3. COUNTY and CONTRACTOR currently are negotiating a modified agreement concerning this subject.
4. CONTRACTOR'S regular rafting season commences on April 15th; however, said revised agreement will not be fully negotiated and completed by April 15, 1980.
5. COUNTY and CONTRACTOR mutually desire by this agreement to enable CONTRACTOR to commence operations during the 1980 rafting season pending negotiation of a subsequent agreement, and temporarily to operate pursuant to the terms of Agreement No. 75-89 during said time.

1 AGREEMENTS:

2 1. Commencing on the day hereinabove set forth, CONTRACTOR
3 shall conduct such operations as are set forth in Agreement No.
4 75-89, as amended by Agreement 78-158, both incorporated herein
5 by this reference.

6 2. Said operations shall be conducted in all respects in
7 conformity with the provisions of Agreement No. 75-89, as
8 amended.

9 3. The term of this agreement shall be from the day and year
10 hereinabove first written through and including the effective
11 date of a revised agreement between the parties relating to this
12 subject; provided, however, that in no event shall this agreement
13 have any force or effect from and after May 6, 1980, on
14 which date this agreement shall be null and void, and CONTRACTOR
15 shall cease all operations.

16 IN WITNESS WHEREOF, this parties hereto have executed this
17 agreement the day and year first hereinabove written.

18 COUNTY OF YOLO, a political subdi-
19 vision of the State of California

20 By: Joseph J. Thompson
21 CHAIRMAN OF THE BOARD OF SUPERVISORS
22 COUNTY OF YOLO, STATE OF CALIFORNIA

23 ATTEST:

24 PETER McNAMEE, CLERK

25 By: Jan Orser
26 Deputy

(SEAL)

1 SAM FORTNER, dba CACHE CREEK
2 CANYON RIVER TRIPS

3 *Sam Fortner*
4 SAM FORTNER
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The Department of Health Services hereinafter called the State, hereby makes a grant award to and to:

Yolo County Health Services Agency

YOLO COUNTY AGREEMENT NO. 80-147

hereinafter called the Grantee, in the amount and for the purposes and duration set forth in this Grant Award.

Project Title Maternal and Child Health Allotment	Grant Number 80-00014 (MCH Control #80-065)
Project Director (Name, address, phone) Robert O. Bates Jr., M.D. Public Health Physician Yolo County Health Services Agency 10 Cottonwood Street Woodland, CA 95695 (916) 666-8579	Grant Period: From: July 1, 1980 Through: June 30, 1981
Financial Officer (Name, address, phone) Ken Walker Deputy Director-Fiscal 10 Cottonwood Street Woodland, CA 95695 (916) 666-8444	State Amount \$2,972
FILED MAY 23 1980 PETER McNAMEE, Clerk By <i>[Signature]</i> DEPUTY	Local Amount -0-
	Other Amount -0-
	Total Project Cost \$2,972

This Grant Award consists of this title page and the attached Grant Award Conditions, consisting of five (5) pages and exhibits referenced therein.

See reverse side.

The Grantee hereby signifies its acceptance of this grant award and agrees to administer the grant project in accordance with the terms and conditions set forth in or incorporated by reference in this grant award and any applicable statutes or regulations of the State.

STATE OF CALIFORNIA	GRANTEE
DEPARTMENT OF HEALTH SERVICES	Yolo County Health Services Agency
By (Authorized Signature) <i>[Signature]</i>	By (Authorized Signature) <i>[Signature]</i>
Title Chief, Program Support Branch	Title Chairman, Board of Supervisors
Address 744 "P" Street Sacramento, CA 95814	Address 10 Cottonwood Street, Woodland, CA 95695

FOR STATE USE ONLY

This Contract Exempt From
Department Of General Services
Approval Per: S.A.M. 1206

Amount Encumbered \$ 2,972	Appropriation Local Assistance	Fund General
Unencumbered Balance \$	Item 292J	Chapter Statutes 1980
Adj. Increasing Encumbrance \$	Function Funding subject to approval of the Budget Act of 1980.	Fiscal Year 1980-81
Adj. Decreasing Encumbrance \$	Line Item Allotment 7360-5151-B20301	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. No. S.R. No.
Signature of Accounting Officer <i>[Signature]</i>		Date 5/5/80

MAY 08 1980

1. The Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Grant, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant.

2. The Grantee, and the agents and employees of Grantee, in the performance of this Grant, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this Grant and be relieved of the payment of any consideration to Grantee should Grantee fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Grantee under this Grant, and the balance, if any, shall be paid the Grantee upon demand.

4. Without the written consent of the State, this Grant is not assignable by Grantee either in whole or in part.

5. Time is the essence of this Grant.

6. No alteration or variation of the terms of this Grant shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

GRANT AWARD CONDITIONS

1. The attached narrative, entitled:

Yolo County Health Services Agency (Grantee)

80-00014 (Grant Number)

MCH Categorical Allotment Services (Project Name)

is made a part hereof by this reference. Said narrative, approved by both parties to this agreement, describes in detail the objectives and performance criteria under this agreement.

12. In the subsequent paragraphs of this award and all exhibits attached hereto, the following substitutions shall be made:

SUBSTITUTEFOR

"Grantee"

"Contractor"

"Grant Award"

"Agreement"

"Grant Award"

"Standard Agreement (form STD 2)"

2. The attached Exhibit A(F) entitled "ADDITIONAL PROVISIONS" is made a part hereof by this reference.
3. The attached Exhibit B entitled "BUDGET" is made a part hereof by this reference. Contractor agrees that itemized personnel positions listed in said Exhibit shall not be subject to Contractor's personnel policy decisions to refrain from filling vacant positions. Contractor shall be reimbursed for personnel, fringe benefit, travel, operating, equipment, laboratory, hospital, and other expenses only as itemized in the BUDGET exhibit to this agreement.
4. The attached Exhibit C entitled "ADDITIONAL PROVISIONS FOR MATERNAL AND CHILD HEALTH AGREEMENTS" is made a part hereof by this reference.
5. The attached Exhibit D entitled "PRIOR TO JULY 1, 1980 LANGUAGE" consisting of one page is incorporated herein and made a part hereof by this reference in recognition by both parties that the validity and effectiveness of this agreement is conditioned upon the availability of funds in the Budget Act of 1980.
6. Where inconsistencies may exist between the numbered paragraphs of this Standard Agreement (form STD 2) and the attachments hereto such inconsistencies shall be resolved by giving precedence in the following order:
 1. Exhibit D
 2. Standard Agreement Form STD 2
 3. Exhibits A(F)
 4. Exhibit B
 5. Exhibit C
 6. Other exhibits
7. The contractor shall submit any subcontracts to the State for approval prior to implementation. Upon termination of any subcontract, the State shall be notified immediately.
8. Contractor shall not employ or engage the services of any consultant in the performance of this agreement without obtaining the State's prior approval in writing. Consultant services specifically provided in the BUDGET exhibit to this agreement are not exempt from this requirement.
9. Any equipment purchased under this agreement or carried forward to this agreement from another State agreement or State surplus shall be repaired, at no cost to the State, if damaged while in the possession of the contractor. Any equipment purchased under this contract or carried forward to this agreement from another State agreement or State surplus shall be replaced, at no cost to the State, with equipment of same or greater value and capability if it is lost or stolen while in the possession of the contractor. Said replacement(s) shall be property of the State.

10. Robert Bates Jr., M.D. is designated the Contractor's Project Director. The State reserves the right to approve any subsequent Project Director.
11. Audrey S. Mayes is designated Maternal and Child Health Branch's departmental MCH LIAISON to this contract.
12. The period of this contract shall be from July 1, 1980 through June 30, 1981.
13. The amount payable by the State to the Contractor under this agreement shall not exceed \$ 2,972.
14. If the State has determined that an advance may be made to the Contractor under this agreement it shall be so indicated by the word "Advance" below. If the State has determined that advances shall not be made to the Contractor under this agreement it shall be so indicated by the words "No Advance" below:

No Advance

If the word "Advance" appears above the attached Exhibit G entitled "ADVANCE PAYMENT PROVISIONS" is made a part hereof by this reference. Said exhibit sets forth the conditions governing advances.

15. Contractor shall submit a comprehensive final report to the State on or before August 1, 1981. Project Director and MCH LIAISON, or their designees, may hold a final meeting before this report is submitted. The final report shall cover the entire term of the project from the commencement of Maternal and Child Health support through the termination of this contract. The State may withhold \$ 500 from the contractor's reimbursements until this requirement is met.

The final report shall be the contractor's final presentation of findings, conclusions, and recommendations. Form PM 168, sample attached, entitled "MATERNAL AND CHILD HEALTH PROGRESS REPORT" shall be used for these reporting purposes.

16. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor quarterly in arrears, upon submission of an invoice, on Contractor's letter head, in quadruplicate (original and three copies), prepared in a format acceptable to the State (Sample Invoice format attached), with original signature of Contractor or designee authorized to sign on behalf of Contractor, stating the inclusive time period covered and this contract number, for actual itemized expenditures in accordance with the BUDGET exhibit attached hereto.

The Contractor may make changes in any individual, numbered line item in the BUDGET exhibit, provided that such changes in the aggregate as to any numbered line item shall not exceed \$2,000.00 during the term of the contract. The Contractor shall submit an explanation of the need for any such excess prior to claim for reimbursement specifically identifying the numbered line item(s) in the budget to be reduced in order to increase the excess item(s). The State reserves the right to deny any such claim for excess reimbursement made without its prior approval. It is further understood that in no event shall the maximum amount payable under this agreement exceed the maximum amount specified in paragraph 13 of this agreement, and in no event shall the State approve reimbursement for numbered line item excesses attributable to rates or unit costs greater than those stipulated in the BUDGET exhibit to this contract.

17. Contractor shall submit a progress report in writing in duplicate (original and one copy) once every three months to the State. The written report shall be submitted on or before the end of the month following each three month segment of this contract. If the term of this contract is not equally divided into three-month segments, the last progress report shall be submitted on or before the end of the month following the termination of this agreement and report progress for whatever fraction of a three-month period remains. Form PM 168, sample attached, shall be used for this purpose.
18. This contract may be terminated by either party upon thirty (30) days' written notice to the other party.
19. Invoices shall be addressed and delivered to MCH Contracts Unit, Maternal and Child Health Branch, 714 "P" Street, Room 355-8, Sacramento, CA 95814. Requests for interitem BUDGET transfers as described in paragraph 16 above shall also be addressed and delivered to this address.
20. All other reports and correspondence from the Contractor to the State concerning this agreement except as noted in paragraph 19 above shall be addressed and delivered to the MCH LIAISON named in paragraph 11 above.
21. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally-assisted programs or activities, as detailed in regulations signed by the Secretary of HEW effective June 3, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
22. In the event that a significant portion of the contract objectives are not being met at any time during the term of the contract; or in the event that the State determines from invoices, performance reports, or other information that the Contractor will not perform the total quantity of services contracted for, and that, therefore, the budget will not be depleted, the State may make, by means

of an amendment to this contract (subject to approval by the Department of General Services) an equitable adjustment in the original contract amount, contract budget, and contract objectives as appropriate in order to decrease the total quantity of services and/or amount.

23. Contractor shall develop procedures, requesting State assistance if necessary, for the accurate and timely recording of receipts of funds, expenditures, unexpended balances, receivables, payables, and for the timely submission of reports and invoices to the State.

Adequate documentation of each transaction shall be maintained to permit the determination of the allowability of expenditures reimbursed by the State under this contract. If the allowability of an expenditure cannot be determined because records or documentation of the Contractor are inadequate, the questionable cost will be disallowed.

24. It is mutually agreed that if the federal Department of Health and Human Services (HHS) does not allocate sufficient funds for the program after October 1, 1980, this contract shall be invalid and of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor for services provided after October 1, 1980, or to furnish any other considerations under this agreement, and the Contractor shall not be obligated to provide any further services under this contract.
25. The attached exhibit E entitled "State Furnished Property Provisions" consisting of two (2) pages (forms HAS 1204 and HAS 1204A) is made a part hereof by this reference.
26. The attached exhibit F entitled "State Purchase of Equipment" consisting of one (1) page (form HAS 1220) is made a part hereof by this reference. Provisions of said exhibit pertain to the purchase and care of equipment provided for the the BUDGET exhibit to this agreement.
27. Contractor shall bill all third-party payors for services to insured consumers and shall exhaust such payment potential.

All such revenues accruing to this project, based on services supported in whole, or in part, by MCH, shall be accounted for separately from other third party revenues earned or received by the Contractor. Contractor shall, upon request, document that said revenues are used to either:

- a. defray expenses detailed in column #7 "Other Support" of the BUDGET exhibit until such are covered in full and then any remaining revenues are used to offset costs incurred by this project or justifiably allocated to it which were incurred to measurably expand the project or measurably improve the quality of services; or
- b. abate amounts billed to the State.

means of enforcing such provisions including sanctions for noncompliance -- provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

"Name of Vendor or Subcontractor" agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of (Name of Vendor or Subcontractor) related to this (purchase order) or (subcontract)."

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding \$1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance -- provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

"Name of Vendor or Subcontractor agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of (Name of Vendor or Subcontractor) related to this (purchase order) or (subcontract)."

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding \$1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(16) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) Inspection

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) Nondiscrimination in Services, Benefits, and Facilities

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health Services' Affirmative Action Complaint Process.

(20) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.

(21) Only Applicable to Hospitals

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(22) Only Applicable to Hospitals Accepting Medi-Cal Patients

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertising conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

Equipment Purchased With State Funds

Date Contract Expires: _____

Equipment Allotment: \$_____

Telephone: _____ Area Code: _____

Date of this Report: _____

Instructions: List each item of equipment having a unit value of \$50 or more and a life expectancy of two years or more.

I.D. Tag No.	Quantity	Description (Including Mfg., Model, Type, Size and/or Capacity)	Serial No.	Unit Cost	Date Rec'd.

INSTRUCTIONS

Please complete this report in duplicate, return the original to the Department of Health Services, MCH Contracts Unit, 714P Street, Room 355 Sacramento, California 95814. It should accompany an invoice to State requesting reimbursement for equipment itemized.

Upon receipt of the report listing equipment that has been acquired, the Department of Health Services will forward to you identification decals which are to be affixed to the equipment by you.

IDENTIFICATION OF NONEXPENDABLE EQUIPMENT

Within practical limits all equipment to be identified will be tagged as follows:

Tables, desks, and similar articles	Place tag on upper left-hand corner of the front of the left leg or pedestal just under the top.
Chairs	Place tag at center of the rear edge of the seat.
One piece files or cabinets	Place tag on the upper left-hand corner of the front of the frame.
Upholstered furniture	Place tag on the side of an exposed leg.

All items will have tags so placed as to be in plain sight and easily read. Manufacturer's marks will be left intact.

EXHIBIT B
DETAILED PROJECT BUDGET

<u>BUDGET CATEGORIES</u>	<u>TOTAL</u>	<u>Column 7 Other Support</u>
Personnel (Administrative Clerk II/I Approximately 18.5% time on project and FTE base monthly salary of \$1,046)	\$2,322	0
Employee Benefits @ 28%	650	0
TOTAL	<u>\$2,972</u>	<u>0</u>

ADDITIONAL PROVISIONS FOR MATERNAL AND CHILD HEALTH AGREEMENTS

1. Hospital, rehabilitative services, convalescent or foster home care or appliances provided to individuals under this agreement shall be made available only to individuals who are receiving medical services arranged for by the State in accordance with the standards and policies of the State Plan for Maternal and Child Health.
2. All services purchased for individuals from providers other than contractor under this agreement shall be authorized by employees of the contractor. Record of such authorization shall be retained as part of the individual's case record.
3. Personnel, hospitals, agents or agencies affiliated with the contractor shall not make any charge to or accept any payment from the patient or his family for services provided under this agreement unless the amount of such payment is determined using a fee schedule approved by the State Maternal and Child Health Branch.
4. Acceptance of family planning services offered under this agreement shall be voluntary on the part of the individual to whom such services are offered and acceptance of such family planning services shall not be a prerequisite to eligibility for, or the receipt of, any other services provided by the contractor.
5. Contractor shall provide for inspection of all records, personnel, equipment, and facilities by State personnel on request to ensure effective implementation of agreement.
6. Public reports or publications of any work performed with funds provided under this agreement shall include a statement giving credit for such support, such as: "This project was supported by a grant from Maternal and Child Health, Department of Health Services, State of California."
7. Before health services under this agreement can be reimbursed, contractor must be able to document and certify that he has made a reasonable effort to determine eligibility and obtain reimbursement for applicable third party payments.
8. The State reserves the right to use and reproduce all reports and data produced under this agreement, and reserves the right to authorize others to use or reproduce such materials. Except for the inspection of patient records by State staff for the purpose of assuring that care provided by the contractor is in compliance with the agreement, neither this paragraph nor paragraph 5 above shall be interpreted as giving staff (State or otherwise) the right to divulge the identity of patients or other confidential patient information outside the treatment setting.
9. Each patient record file shall include documentation that patient was informed that his or her records are open to inspection by the State. This requirement shall be met by Contractor's including the following in "treatment authorization" or "consent to treatment" form signed by patient:

Any patient records maintained in the course of my receiving care from _____
(Name of Contractor)
shall be open for inspection by the State and the State shall upon request be provided access to all data collected under the terms of this contracted project. Data submitted will be subject to fiscal and program audit and will not be made public in any manner which would allow identification of any individual.

(signed by patient)
- Contractor may substitute other language or mechanism to obtain such written approval of patient as long as the State approves the change in writing and in advance and such substitution accomplishes the same result.
10. The contractor shall fully inform the public as to the availability of any maternal and child health service provided under this agreement including the type of service offered, the eligibility criteria for receipt of services, the time and place the service is available, and the fact that the services are in whole or in part supported by a grant from Maternal and Child Health funds, State Department of Health Services.
11. Any optometric services provided under the terms of this agreement may be obtained from a licensed optometrist unless rendered in a clinic or other appropriate institution which does not have an arrangement with optometrists licensed to perform such services.
12. Care provided under this agreement must conform to standards approved by the State.
13. Contractor shall make every reasonable effort to arrange for a prenatal diagnostic visit before the fifteenth post-menstrual week of pregnancy for women who are provided maternity services through this contract and whose pregnancy falls into one or more of the following genetically high-risk categories: Mother is 35 years of age or older; either parent has had a previous child with, or a family history of, Down's syndrome or any other genetic disorder which can be diagnosed prenatally; one parent is a carrier of a chromosomal anomaly; mother is a carrier of, or has a family history of, X-linked disease; both parents are carriers for, or have a family history of, an autosomal recessive disorder which can be diagnosed prenatally; either parent has had a child with a neural tube defect.

This visit will be for the purpose of, but not limited to, a discussion of the availability of genetic counseling and of mid-trimester amniocentesis services for the prenatal diagnosis of genetic disorders. Each woman so advised will be given the name, address, and telephone number of State-approved prenatal diagnosis center in her area, or a direct referral may be made on her behalf.

EXHIBIT D

STATE OF CALIFORNIA

DEPARTMENT OF HEALTH SERVICES

Prior to July 1, 1980 Language

- (1) It is mutually understood between the parties that this contract may have been written and executed prior to July 1, 1980 for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the contract were executed after July 1, 1980.
- (2) This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1980, for the fiscal year 1980-81 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.
- (3) It is mutually agreed that if the Budget Act of 1980 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.

EXHIBIT E

STATE FURNISHED PROPERTY PROVISIONS

1. A. State furnished property to be used by the Contractor in the performance of this contract is identified on the attached page 2 of this exhibit entitled "Inventory of State Furnished Property".
- B. Title to all property furnished by the State shall remain in the State.
- C. State furnished property shall be used only for the performance of this contract.
- D. Title to such State furnished property shall not be affected by the incorporation or attachment thereof to any property not owned by the State, nor shall such State-furnished property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.
- E. Unless otherwise provided herein, the State shall not be under any duty or obligation to restore or rehabilitate, or to pay the cost of the restoration or rehabilitation of the Contractor's facility or any portion thereof which is affected by removal of any such State furnished property.
2. A. The Contractor shall maintain and administer, in accordance with sound business practice, a program for the utilization, maintenance, repair, protection and preservation of such State furnished property so to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all reasonable steps to comply with all appropriate directions and instructions which the State may prescribe as reasonably necessary for the protection of such State furnished property.
- B. At the termination of this contract, the Contractor shall provide the State with a final inventory and shall query the State as to the disposition of such State furnished property referred to in paragraph 1—A above. Final disposition of such property shall be in accordance with the instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.
3. A. In addition to the provisions of Paragraphs 1 and 2 above, if any part of such property is motor vehicles, the State authorizes the Contractor to use said motor vehicles under the terms and conditions of this contract for purposes of this contract only, and in accordance with the provisions of Paragraphs 1 and 2 above and of B, C, D and E below.
- B. It is mutually understood that the State of California shall be the legal owner of said vehicles and the Contractor shall be the registered owner.
- C. Upon return of such motor vehicles to the State, Contractor shall deliver to State all necessary documents of title to enable proper transfer of marketable title to the State.
- D. Contractor agrees that all operators of motor vehicles listed in said agreement shall hold a valid State of California driver's license. In the event 12 or more passengers are to be carried in any one vehicle listed in said agreement, a Class 2 driver's license will also be required.
- E. Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for Contractor with limits of bodily injury coverage of not less than \$100,000 per person, \$300,000 for one occurrence and property damage limits of not less than \$50,000 per occurrence.

The certificate of insurance will provide:

- 1) That the insurer will not cancel the insured's coverage without 15 days prior written notice to the State.
- 2) That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
- 3) That the State will not be responsible for any premiums or assessments on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of said Department of General Services and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

INVENTORY OF STATE FURNISHED PROPERTY

Page 2 of **EXHIBIT E**

INSTRUCTIONS:

1. List each item of nonexpendable property having a unit cost of \$150 or more and a life expectancy of two years or more.
2. Copy information from Exhibit A-1's from prior contracts.
3. Please be accurate. This inventory becomes a part of your State contract.
4. If additional pages are necessary, use plain white paper and label column headings. Include Contractor name and contract number. Staple a copy of the page to this exhibit within all contract copies.

Date:

Contract Number:

Contractor:

Purchase Order or Document No.	Quantity	DESCRIPTION 1. Include manufacturer's name, model number, type, size and/or capacity. 2. If motor vehicles, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	State I. D. Tag No. (If motor vehicle, list license number)	Serial Number	Cost Per Unit	Date Received
Not Required						

State Administrative Manual (S.A.M.) Section 6652 is quoted in part as follows:

Classes of Property. State property is classified either as expendable or nonexpendable.

2. Nonexpendable property consists of . . . (c) equipment and accessories for such equipment. Equipment is defined as movable articles of nonexpendable property which have all of the following characteristics:

- a. A normal useful life (including extended life due to repairs) of two years or more, and . . .
- d. An approximate unit cost of \$150 or more for other than land and structures.

EXHIBIT F

STATE PURCHASE OF EQUIPMENT

1. If the State, through its State Office of Procurement, purchases any equipment listed in the budget approved for this contract, the cost of said equipment will be deducted from said contract amount. Contractor shall submit to State a separate list of the equipment specifications. State will pay vendor directly for equipment and title to said equipment will remain with the State. Said equipment will be delivered to the Contractor's address as stated in said contract unless notified by Contractor in writing.
2. Title to State property shall not be affected by the incorporation or attachment thereof to any property not owned by the State, nor shall such State property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.
3. State property shall be used only for the performance of this contract.
4. Unless otherwise provided herein, the State shall not be under any duty or obligation to restore or rehabilitate, or to pay the cost of the restoration or rehabilitation of the Contractor's facility or any portion thereof which is affected by removal of any State property.
5. The paragraphs in the Exhibit entitled "Additional Provisions" pertaining to the purchase of equipment and the submitting a list of such equipment in accordance with the instructions and format contained in Exhibit A-1 shall be applicable even though the equipment is purchased by the State for the Contractor.
6. The Contractor shall maintain and administer, in accordance with sound business practice, a program for the utilization, maintenance, repair, protection, and preservation of State property so to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all reasonable steps to comply with all appropriate directions and instructions which the State may prescribe as reasonably necessary for the protection of State property.

STATE PURCHASE OF MOTOR VEHICLES

7. If said equipment is motor vehicles, the State Office of Procurement shall purchase said motor vehicles. It is mutually understood that the State of California will be the legal owner of said motor vehicles and the Contractor shall be the registered owner. Upon return of said motor vehicles to the State, Contractor shall deliver to State all necessary documents of title to enable proper transfer of marketable title to the State.
8. Contractor agrees that all operators of motor vehicles listed in said agreement shall hold a valid State of California driver's license. In the event 12 or more passengers are to be carried in any one vehicle listed in said agreement, a Class 2 driver's license will also be required of the operators.
9. Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for Contractor with limits of bodily injury coverage of not less than \$100,000 per person, \$300,000 for one occurrence and property damage limits of not less than \$50,000 per occurrence.
The certificate of insurance will provide:
 - A. That the insurer will not cancel the insured's coverage without 15 days prior written notice to the State.
 - B. That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
 - C. That the State will not be responsible for any premiums or assessments on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of said Department of General Services and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

SAMPLE INVOICE

(YOUR LETTERHEAD)

ADDRESS TO: CONTRACTS UNIT
Maternal and Child Health Branch (MCH)
Room 355, Office Building B
714 P Street
Sacramento, CA 95814
(916) 322-2950

Date: (Must be after last day
of billing period)

Agreement No.: XX-XXXX (See Standard Agreement Form for 7 digit number) OR XX-XXX (See Agreement Letter)

Item: XXX(a) (See Standard Agreement Form for alphanumeric designation) OR (See Agreement Letter)

Invoice: XX (Number your invoices beginning with 01) (Indicate FINAL if final invoice)

Period: (Use inclusive dates: for example, September 1 to September 30, 1975)

THIS INVOICE PERIOD					
LINE ITEM NUMBER AND DESCRIPTION	Name(s) of Incumbents	Rates - full time salary equivalent or travel reimbursement	% of FTE incumbent on project or appropriate units	Project contribution (support from sources other than MCH)	Amount billed to MCH
PERSONNEL SERVICES					
1. Clerk I	Ray Jones	\$ 500/month	100% FTE	\$ 250.00	\$ 250.00
2. M.D. Pediatrician	Joan Adams	\$2,500/month	50%	\$ 0.	\$1,250.00
3. X-Ray Technician	Tom Lee	\$1,000/month	80%	\$ 800.00	\$ 0.
4. Nutritionist	Alice Garcia	\$1,250/month	90%	\$ 125.00	\$1,000.00
Total Salaries and Wages	.....	.....	.....	\$1,175.00	\$2,500.00
Employee Benefits	.....	15%	.....	\$176.25	\$375.00
TOTAL PERSONNEL SERVICES	.....	.....	.....	\$1,351.25	\$2,875.00
TRAVEL					
5. Mileage	.....	15¢/mile	3010 miles	\$ 0.	\$ 451.50
6. Per diem	.....	\$35/day	2 days	\$ 0.	\$ 70.00
7. Taxi fares	.....	-	-	\$ 2.15	\$ 0.
TOTAL TRAVEL	.....	.....	.....	\$ 2.15	\$521.50
OPERATING EXPENSES					
8. Office Supplies	.....	.....	.....	\$ 12.91	\$ 41.50
9. Clinic Supplies	.....	.....	.....	110.00	\$22.10
10. Telephone and Telegraph	.....	.....	.....	0.	\$99.11
11. Postage	.....	.....	.....	\$4.00	\$ 0.
12. Water and Garbage and Electricity	.....	.....	.....	\$2.52	\$ 0.
13. Dentist	William Lee	\$20/hour	20 hours	0.	\$400.00
14. Evaluator	Evelyn Brown	\$16/hour	5 hours	\$80.00	\$ 0.
TOTAL OPERATING EXPENSES	.....	.....	.....	\$299.43	\$1,462.71
EQUIPMENT					
15. Typewriter rental	.....	\$30/month	two weeks	\$ 0.	\$ 15.00
16. Stethoscope purchase	.....	\$62.50	one	\$ 0.	\$ 62.50
TOTAL EQUIPMENT	.....	.....	.....	\$ 0.	\$ 77.50
Etc., etc.	.....	.....	.....	etc.,	etc.,
TOTAL	.....	.....	.....	\$1,659.83	\$4,936.71

By: (Authorized Signature)
(Typed Name and Title of Above)

PAY THIS
AMOUNT

PLEASE TELEPHONE THE ABOVE NAMED PERSON IF YOU HAVE NOT RECEIVED
PAYMENT 35 CALENDAR DAYS AFTER MAILING INVOICE.

SEND NO RECEIPTS.

THE CATEGORIES AND LINE ITEMS AT LEFT ARE EXCLUSIVE ONLY. USE THE
ACTUAL CATEGORIES, LINE ITEMS, AND RATES IN THE RIGHT COLUMN OF
YOUR AGREEMENT WHEN INVOICING. EXCLUDED NAMES ARE INDICATED.

SUBMIT ORIGINAL ONLY, NO COPIES

PROGRESS REPORT
MATERNAL AND CHILD HEALTH

Submit original and one copy to
the MCH staff person named in
your agreement.

*Review Instructions Below Prior
to Completion of This Report.*

1. REPORT PERIOD

_____ to _____

2. AGREEMENT NO.

3. PROJECT TITLE

4. AGENCY NAME AND ADDRESS

5. AGENCY REPRESENTATIVE PREPARING REPORT

NAME:

TITLE:

PHONE:

INSTRUCTIONS

- Item 1. REPORT PERIOD — Enter *inclusive* report period.
- Item 2. AGREEMENT NUMBER — Enter Agreement number which appears on the Standard Agreement (Std. 2) or agreement letter authorizing this project.
- Item 3. PROJECT TITLE — Enter title used on the application which was submitted for this funding.
- Item 4. AGENCY NAME AND ADDRESS
- Item 5. AGENCY REPRESENTATIVE MAKING THIS REPORT — Enter name, title, and telephone number of agency person preparing this report. This person's signature should appear in Item 6.
- Item 6. CERTIFICATION — Agency representative making this report should sign and date. Same person as in Item 5.
- Item 7. NARRATIVE STATEMENT — The narrative should provide a brief overview of the progress of the project. The following questions, as appropriate, may assist:
- What services have been added or expanded?
 - What personnel transactions have occurred?
 - Are performance criteria (paragraph 1) of agreement being met?
 - What types and volume of services are being rendered?
 - What special problems have been encountered?
 - Can accomplishment be expressed in statistical terms?

You may request MCH consultation when completing this report. WE ENCOURAGE YOU TO BE BRIEF.

6. CERTIFICATION

Signature _____

Date _____

7. NARRATIVE STATEMENT OF PROJECT PROGRESS: See above for instruction. Attach and send with this form.

These MCH funds are used to support the wages of clerical personnel engaged in scheduling Child Health Conferences and coordinating the use of volunteers. It is difficult to evaluate this project on a statistical basis. Both quality and quantity of services are satisfactory to all concerned. Beyond such general statements little can be said about the clerical positions themselves. They play a vital role in what the department believes to be a significant community effort. As part of that effort Child Health Conferences program services now account for approximately 18.3% of patient visits to our public health clinics.

OFFICIAL NARRATIVE
Maternal & Child Health

FEB 19 1980 *JS*

Page 1 of 1

YOLO COUNTY AGREEMENT NO. 80-148
Nonfinancial Agreement Signature Sheet

Under the
 Comprehensive Employment and Training Act of 1978
 (P.L. 95-524, Section 204)

1. Prime sponsor:

Yolo County Manpower Division
 500 First Street
 Woodland, CA 95695

2. Nonfinancial agreement number

8	0	0	3	8	5	7	9	9	8	5	9	9	0
Modification number										Two			

State Board of Education
 California State Department of Education
 721 Capitol Mall
 Sacramento, CA 95814

3. Contact person: Robin S. Rutherford or Cathie WicksManpower Planning Coordinator (916) 666-8593

Title

Phone number

4. Period covered by agreement:

10/01/79 through 9/30/80

5. Agreement:

Pursuant to Section 204 of the Comprehensive Employment and Training Act of 1978 (P.L. 95-524), this agreement is entered into by the State Board of Education and (name of prime sponsor) Yolo County

This agreement consists of this sheet, the program planning and budget information summaries, and the program narrative.

As per this agreement the California State Board of Education is committed to provide for the prime sponsor the needed vocational education services and training outlined in the program narrative. The training and services will be provided upon receipt of funds from the Governor.

6. Estimated costs of training and services by cost category:

Cost category	Code	Estimated costs		
		Prior	Modification (+ or -)	New
Administration	306	0		0
Training	307	54,750	+ 14,834	69,584
Allowances	308	0		0
Services	309	0		0
TOTAL		54,750	+ 14,834	69,584

7. Approval by prime sponsor

Signature: *Twyla J. Thompson*
 Name and title: Twyla J. Thompson, Chairman
Yolo County Board of Supervisors
 Date: APR 29 1980

8. Approval by State Board of Education

Signature: _____
 Name and title: _____
 Date: _____

Instructions for Completing Nonfinancial
Agreement Signature Sheet

1. *Prime sponsor:* Enter the name and address of the prime sponsor in whose area the training and services will be provided.
2. *Nonfinancial agreement number:* Enter the CETA vocational education nonfinancial agreement number provided by the vocational education regional office. This number will not change during the life of the agreement.
Modification number: Leave this space blank for an initial agreement. Assign numbers in consecutive order if this is a modification.
3. *Contact person:* Enter the name, title, and telephone number of the person designated by the prime sponsor to negotiate the nonfinancial agreement.
4. *Period covered by nonfinancial agreement:*
 - a. On modifications, enter the original starting date and the modified ending date of the period covered by the nonfinancial agreement.
 - b. On new nonfinancial agreement, enter the starting date and ending date.
5. *Agreement:* Enter the full name of the prime sponsor.
6. *Estimated costs of training and services by cost category:* Enter the estimated amount of vocational education funds, from the Governor's special grant, that will be spent for the listed cost categories. (For more information, see "Allowable Federal Costs" in the CETA rules and regulations in the *Federal Register*; and existing state policy document.)
 - a. When using this form for original nonfinancial agreements, enter amounts in third column ("New") only.
 - b. When using this form for modifications to an original nonfinancial agreement, enter prior approved amounts in the first column ("Prior"), amounts of modification or change (+ or -) in the second column ("Modification"), and the totals of columns one and two in the third column ("New").
7. *Approval by prime sponsor:* If the person completing this section is other than the mayor or chairperson of the board of supervisors, attach a letter of authorization.
8. *Approval by State Board of Education:* Complete as indicated.

Distribution by Department of Education

- Original - Vocational Education Unit/Manpower Education Section
- *Original - Prime sponsor
- Copy (1) - Manpower education regional office (approved copy)
- Copy (1) - Manpower education regional office (review copy)
- Copy (2) - CETAO
- Copy (1) - Department of Labor
- Copy (1) - Work and correction copy for central office files

*If a prime sponsor needs additional copies, the number needed should be submitted in addition to those required.

Program Planning and Budget Information Summaries

Special Grant—Vocational Education

Under the
Comprehensive Employment Training Act of 1970
(PL 95-524, Section 204)

CETA-VI-2 (5-79)
2 originals
5 copies

Prime sponsor: Yolo County

Nonfinancial agreement number

8 0 0 3 8 5 7 9 9 9 8 5 9 9 0

Contact person: Robin S. Rutherford or Cathie Wicks

Modification
number TWO

Phone: (916) 666-8593

I. Program Planning Summary

Vocational education enrollment transactions	Number of participants, cumulative by quarter, fiscal year-to-date			
	12/31/ (a)	3/31/ (b)	6/30/ (c)	9/30/ (d)
A. Total participants (Sum of A.1 and A.2)	32	54	82	82
1. New participants	22	44	72	72
2. Participants carried over from previous fiscal year	10	10	10	10
B. Total terminations (Sum of B.1 through B.4)	11	23	44	82
1. Entered employment	9	17	36	68
2. Additional positive terminations	1	3	4	7
3. Transfer to regular CETA	0	0	0	0
4. Other terminations	1	3	4	7
C. Planned participants (End of Quarter) (A minus B)	21	31	38	0

II. Budget Information Summary

Cost categories	Code	Funds available			Planned expenditures, this fiscal year (d)	Estimated unexpended funds, end of fiscal year (e - d)
		Carry-in from previous fiscal year (a)	New funds, current fiscal year (b)	Total (a + b) (c)		
A. Administration	306					
B. Training	307					
C. Allowances	308					
D. Services	309					
E. Total		14,834	54,750	69,584	69,584	0

III. Cumulative Quarterly Projections of Commitments and Expenditures

Activities		Amount projected, fiscal year to date			
		12/31/ (a)	3/31/ (b)	6/30/ (c)	9/30/ (d)
A. Total vocational education funds committed		44,003	54,750	69,584	69,584
B. Total projected vocational education expenditures (Item B.1 plus item B.2)		7,481	24,090	46,837	69,584
Projected expenditures for classroom training	317	7,481	14,090	46,837	69,584
Projected expenditures for services to participants	318	--	--	--	--

BUDGET SUMMARY OF ALL ACTIVITIES

2.3

Deliverer of Services	Activity	Partic- ipants	Admin.	Training	Allow.	Serv.	Total	Remarks
Yolo County Superintendent of Schools	Clerical Training	35	0	\$10,171	0	0	0	Local intensive training in clerical skills will be provided at an East Yolo site
various	Individual Referral	47	0	\$59,413	0	0	0	Various educational institutions will be selected to provide training that is matched to the partic- ipants' occupational goals

FILED

APR 23 1980

AGREEMENT NO. 80-149

LEASE

PETER McNAMEE, Clerk

By

Jan Orser
Deputy

- 1 Davis, California April 29, 1980
2 JAMES A. CALLAWAY, et al., LESSOR, and (YOLO COUNTY)--PROJECT MOVE,
3 LESSEE, agree as follows:
4 1. LESSOR leases to LESSEE and LESSEE hires from LESSOR those premises
5 described as: 229 C STREET, DAVIS, YOLO COUNTY, CALIFORNIA.
6 2. The term of this lease shall be three (3) months commencing May 1, 1980
7 and terminating July 31, 1980. Any holding over by LESSEE with LESSOR's consent
8 beyond the term of this lease shall be a month to month tenancy at the rental
9 and upon the applicable terms of this LEASE except as specified herein.
10 3. LESSEE is to pay rent as follows: \$375.00 per month due on the first
11 day of each and every month. The rent shall be paid at 401 Second Street, Davis,
12 Ca. 95616--Attention: James A. Callaway, Jr., or at any address designated by
13 the LESSOR in writing.
14 4. LESSEE agrees to pay for all utilities except water and garbage which
15 shall be paid for by LESSOR.
16 5. LESSEE has examined the premises and all furniture and fixtures
17 contained therein, and accepts the same as being clean and in good order,
18 condition and repair.
19 6. The premises are rented for use only as general offices. No parking
20 is permitted in the first three (3) stalls located at the Northwest corner of
21 the building. LESSEE further agrees that it will not permit its employees,
22 agents, guests, business invitees to so use the parking lot as to preclude
23 vehicular access to and from such stalls.
24 7. LESSEE shall not disturb, annoy, endanger or inconvenience other tenants
of the building or neighbors, nor use the premises for any immoral or unlawful
purposes, nor violate any law or ordinance, nor commit waste or nuisance upon
or about the premises.
21 8. LESSEE shall keep the premises rented for his exclusive use in good
22 order and condition and pay for any repairs caused by its negligence or misuse
23 or that of his invitees. LESSOR shall maintain any other parts of the property
24 and pay for repairs not caused by LESSEE's negligence or misuse or that of its
invitees.
25 9. LESSEE shall not paint nor make alterations of the premises without
26 LESSOR's prior written consent.

10. This lease will terminate if the premises become uninhabitable because of dilapidation, condemnation, fire or other casualty for more than thirty (30) days. Rent will be reduced proportionately if the premises are uninhabitable for any shorter period.

11. With LESSEE's permission, which shall not unreasonably be withheld, LESSOR or his agent shall be permitted to enter to inspect, to make repairs, and to show the premises to prospective tenants or purchasers. In any emergency, LANDLORD or his agent may enter the premises without securing prior permission from TENANT, but shall give TENANT notice of such entry immediately thereafter.

12. LESSEE shall not let or sublet all or any part of the premises nor assign this lease or any interest in it without the prior written consent of LESSOR. LESSOR's consent thereto shall not unreasonably be withheld.

13. If LESSEE abandons or vacates the premises, LESSOR may at his option terminate this lease, re-enter the premises and remove all property.

14. The prevailing party may recover from the other party his costs and attorney fees of any action brought by either party to enforce any terms of this lease or recover possession of the premises.

15. Either party may terminate this lease in the event of a violation of any provision of this lease by the other party.

16. The waiver by LESSOR of any breach shall not be construed to be a continuing waiver of any subsequent breach.

LESSOR: JAMES A. DAVIS - JAMES A. CALLAWAY, JR.
A General Partnership

APPROVED AS TO FORM

BY:

James A. Callaway, Jr.

LESSEE:

Chairman of the Board of Supervisors

ATTEST:

PETER McNAMEE, COUNTY CLERK

BY:

Deputy

(SEAL)

FILED

B12

MAY - 9 1980

AGREEMENT NO. 80-150

PETER McNAMEE, Clerk

By [Signature] (For Certain Social and Rehabilitation Services)

DEPUTY

THIS AGREEMENT, made and entered into this 6th day of

May, 1980, by and between the County of Yolo, a Political Subdivision of the State of California, hereinafter referred to as COUNTY, and Sheltered Workshop, Inc., a private non-profit corporation, hereinafter referred to as WORKSHOP.

W I T N E S S E T H:

RECITALS:

1. COUNTY has been allocated special funding by the State Department of Mental Health to develop, implement and operate a Community Residential Treatment System, hereinafter referred to as the SYSTEM.
2. COUNTY'S responsibilities with respect to the SYSTEM and the funds allocated to it are carried out by COUNTY'S Health Systems Agency, Mental Health Division, hereinafter referred to as AGENCY.
3. Contemplated client service oriented elements of the SYSTEM include, but are not limited to: a Crisis Unit, a Long-term Residential Treatment Center, Satellite House Facility Maintenance, a Socialization Center, a Rehabilitation Restaurant, and a Transitional Employment Program.
4. COUNTY is prepared, at the time of execution of this Agreement, to contract for certain social and rehabilitation services hereinbelow described. WORKSHOP is prepared to undertake the obligation to provide said services.
5. COUNTY and WORKSHOP intend to renegotiate this agreement once negotiated rate becomes authorized by the State of California.
6. WORKSHOP and COUNTY, therefore, wish to enter into a contract for the herein described social and rehabilitation services.

AGREEMENTS: COUNTY, in consideration of WORKSHOP'S promises contained in hereinafter recited agreements, and WORKSHOP in consideration of COUNTY'S

promises contained hereinafter recited agreements, agree:

1. WORKSHOP'S SERVICE OBLIGATIONS:

- a. In accordance with applicable State Department of Mental Health Bates Act requirements, attached as Exhibit "A" and incorporated herein by reference thereto, provide to the clients of the SYSTEM, upon the written referral of AGENCY or Yolo Community Care Continuum, the following prevocational and vocational social and rehabilitation services as detailed in Exhibit "D", attached hereto and incorporated by reference thereto:

1) WORK ACTIVITY CENTER

WORK ADJUSTMENT

WORK EXPERIENCE

WORK EVALUATION

2) CASE CONSULTATION AND INFORMATION EXCHANGE:

Participating in the treatment planning process under the leadership of AGENCY'S herein designated representatives at times and places of mutual convenience upon reasonable notice. Reasonableness for this purpose shall be construed in light of the urgency of each circumstance as it arises.

- b. WORKSHOP will submit a monthly statistical report in the format specified by COUNTY'S herein designated representatives.
- c. WORKSHOP will designate a representative or representatives for administrative and program matters within one week of execution of this Agreement, and so notify COUNTY'S herein designated representatives in writing.
- d. WORKSHOP will develop and institute an Equal Employment Opportunity Program Plan designed to ensure that staff of WORKSHOP reflect to the maximum extent feasible, at all levels, the cultural, linguistic, ethnic, sexual, and other social characteristics of the communities

1 the WORKSHOP serves. WORKSHOP will submit a copy of the Plan to
2 COUNTY'S herein designated representatives with ninety (90) days
3 of the execution of this Agreement.

- 4 e. WORKSHOP will ensure that its admission policies will be in writing
5 and available to the public. Said admissions policies will state that
6 clients are accepted for service without adverse discrimination based
7 upon race, color, religion, sex, handicap, national origin, or ancestry.
8 WORKSHOP reserves the right to accept referrals for service on the
9 basis of consistency with incorporated purpose, program, and
10 service capabilities.

11 2. AGENCY'S SERVICE OBLIGATIONS:

- 12 a. UTILIZATION REVIEW: Evaluate WORKSHOP'S contribution to the SYSTEM
13 operation in accordance with the requirements and criteria promulgated
14 from time to time by the State Department of Mental Health.
15 b. CASE MANAGEMENT: Provide case management services.
16 c. CLINICAL SERVICES:
17 1) Coordinate and identify TREATMENT PLANS for clients of the SYSTEM.
18 2) Provide CRISIS INTERVENTION and PSYCHIATRIC consultation and
19 backup services.
20 d. Designate a representative or representatives for administrative and
21 program matters within one week of execution of this Agreement, and
22 so notify WORKSHOP'S herein designated representatives in writing.

23 3. COUNTY'S DESIGNATED REPRESENTATIVES:

- 24 a. Responsibility for this Agreement lies with AGENCY'S Director of
25 Mental Health.
26 b. Director of Mental Health may designate representatives from time
27 to time in writing to perform liaison functions.

28 4. ASSIGNMENT/SUB-CONTRACTING:

- 1 a. WORKSHOP may assign, but may not sub-contract, its responsibilities
2 on the advance written authorization of COUNTY'S herein designated
3 representative. Said authorization shall not unreasonably be with-
4 held.
- 5 b. It is expressly understood by PROVIDER that a grant of permis-
6 sion to assign by the AGENCY is not a release of WORKSHOP from
7 accountability for any of the obligations and conditions set out in
8 this Agreement.

9 5. RECORDS:

- 10 a. WORKSHOP shall for the later of four (4) years or the resolution of
11 outstanding audit findings, maintain and retain records of services
12 rendered and all receipts and expenditures, for whatever purposes
13 received or expended, in accordance with generally accepted account-
14 ing principles, separately identifying revenues received, expenditures
15 made, and services rendered pursuant to this Agreement.
- 16 b. WORKSHOP shall make said records available for audit by COUNTY or
17 State auditors upon the request of AGENCY'S designated representa-
18 tives. Said request will provide at least three (3) full working
19 days notice of the impending audit. Such audits shall take place
20 during normal business days and hours and all WORKSHOP'S records
21 shall remain in WORKSHOP'S custody. STATE, AGENCY, or COUNTY shall
22 have the right to inspect or otherwise evaluate the quality, appropri-
23 ateness, and timeliness of services performed and to audit and in-
24 spect any books and records of WORKSHOP which pertain to services per-
25 formed and determination of amounts payable hereunder.
- 26 c. WORKSHOP agrees to hold COUNTY harmless from any claim or liability,
27 including costs and attorney's fees, arising from audit exceptions
28 taken by audit agency based upon Chapter 9 of the Community Services

1 Systems Manual. This shall include, but is not limited to: (1)
2 any order that COUNTY pay to any responsible agency any amount of
3 money; (2) any order whereby any agency withholds from subsequent
4 payments any amount of money; as a result of WORKSHOP'S actual or
5 alleged violation or non-conformance with any regulations or admin-
6 istrative rulings promulgated pursuant thereto or with any Federal,
7 State, or local laws, regulations, or ordinances made applicable
8 hereby. WORKSHOP agrees that it has read and understands Chapter 9
9 of the Community Services Systems Manual and will comply with the re-
10 quirements contained therein.

11 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
12 WORKSHOP is an independent contractor and is not subject to the direction
13 and control of COUNTY except as to final result. WORKSHOP shall be solely
14 liable and responsible to pay all required taxes and other obligations,
15 including, but not limited to, applicable withholding and Social Security.
16 WORKSHOP agrees to indemnify and hold COUNTY harmless from any liability
17 which it may incur to the Federal or State governments as a result of
18 this contract.

19 7. LIABILITY:

- 20 a. WORKSHOP agrees to defend, indemnify, and hold COUNTY harmless for
21 any and all claims, liability, or loss arising from WORKSHOP'S per-
22 formance under this Agreement.
- 23 b. Without in any way intending to limit or abrogate the effect of the
24 hereinabove recited Agreement, WORKSHOP shall purchase and main-
25 tain for the duration of this Agreement, Public and Malpractice ^{6.3.}
26 liability insurance in the amount of at least \$300,000/\$300,000 _{6.2}
27 specifically naming COUNTY as an insured party thereto for all
28 purposes.

1 8. EQUAL OPPORTUNITY IN EMPLOYMENT: WORKSHOP will not employ discriminatory
2 practices and will take affirmative action to provide equal opportunity
3 in employment of personnel, assignment of accommodations, or in any
4 other respect on the basis of race, handicap, color, sex, religion, na-
5 tional origin or ancestry, other than those benign, non-adverse forms of
6 discrimination collectively known in common parlance as "Affirmative
7 Action", as sanctioned and authorized by State and Federal Statute and
8 regulations and Court decisions.

9 9. COMPLIANCE WITH CODE:

- 10 a. WORKSHOP agrees to comply with all applicable provisions of the
11 Community Services System Manual, Title 9 and 22 of the California
12 Administrative Code, and the Welfare and Institution Code commencing
13 with Section 5328 and Title 45 Code of Federal Regulations' Section
14 205.50 regarding confidentiality of patient information.
15 b. WORKSHOP shall abide by COUNTY'S determination, utilizing the uniform
16 method of determining ability to pay and, when billing patients, the
17 Billing and Collection guidelines prescribed by the director of the
18 State Department of Mental Health, of financial eligibility and liability.

19 10. PAYMENT:

- 20 a. Within 30 calendar days from COUNTY'S receipt of an invoice
21 which attaches the statistical report described hereinabove in
22 Agreement 1 (b), details work performed in the preceeding month by
23 service, element, certifies that sub-contractors have been paid,
24 and claims the amount due, and upon the acceptance of the Director
25 of Mental Health Services of the statistical report as satisfactorily
26 detailine services performed, COUNTY will pay WORKSHOP WORKSHOP'S
27 prevailing rates per client day for services render in accordance
28 with the pro-

1 gram element budget attached as Exhibit "B" and the rate schedule
2 attached as Exhibit "C" and incorporated herein by reference there-
3 to. Changes with major object totals and transfers of less than 10%
4 between major object totals may be made by WORKSHOP upon written
5 notice to AGENCY, except that no change may be made to the budgeted
6 Fixed Assets Total.

- 7 b. The maximum total payment to WORKSHOP under the terms of this Agree-
8 ment will not exceed the lesser of the cost of operating the ser-
9 vices which are the subject of this Agreement or \$ 2,333

10 DOLLARS. The accumulation of monthly payments made by COUNTY to
11 WORKSHOP will be reconciled to WORKSHOP operating costs by WORKSHOP
12 by vehicle of a cost report to AGENCY within ninety (90) days of the
13 close of COUNTY'S fiscal year. Any funds paid over cost will be
14 returned by WORKSHOP to COUNTY or credited against payments for any
15 continuing relationship, at the election of the COUNTY. Should
16 allowable costs exceed payments made COUNTY will reimburse WORKSHOP
17 within sixty (60) days
18 for those costs/up to the total hereinabove recited maximum.

- 19 c. Where a herein recited report or claim is due from WORKSHOP within
20 a month, payment for that month is expressly conditioned on the ac-
21 ceptance by COUNTY'S herein designated representative of the
22 WORKSHOP performance to be as agreed.

- 23 11. AMENDMENTS: Except as provided herein, the body of this Agreement together
24 with any exhibits attached hereto, fully expresses all understandings of
25 the parties concerning all matters covered and shall constitute the total
26 Agreement. Except as provided herein, no additions to, or alterations of
27 the terms of this Agreement, whether by written or verbal understanding
28 of parties, their offices, agents, or employees shall be valid unless in
29 the form of a written amendment to this Agreement which is formally ap-

proved and executed by parties or their successors in office or interest.

12. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid and addressed to WORKSHOP or COUNTY'S herein designated representatives, as applicable, at the herein recited addresses:
WORKSHOP: 660 6th Street Woodland, California 95695.
COUNTY: 10 Cottonwood Street, Woodland, California 95695

13. TERM:

a. This Agreement shall commence upon execution and terminate June 30, 1980, unless sooner cancelled by either party upon thirty (30) days written notice to the other of such intent.

b. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type WORKSHOP renders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision
of the State of California

BY Temple J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

Peter McNamee, Clerk

BY Pete E. Lucas
Deputy

SHELTERED WORKSHOP, INC.

BY Andrew Thompson Jr.
PRESIDENT

MENTAL HEALTH SERVICES

BY Andrew Thompson Jr.
DIRECTOR

APPROVED AS TO FORM

BY Elizabeth A. Kelly
COUNTY CLERK

NT OF MENTAL HEALTH

December 13, 1978



CA 95814
920-5712

- TO: LOCAL MENTAL HEALTH DIRECTORS
LOCAL MENTAL HEALTH PROGRAM CHIEFS
LOCAL MENTAL HEALTH ADMINISTRATORS
CHAIRPERSONS, MENTAL HEALTH ADVISORY BOARDS
CITIZENS ADVISORY COUNCIL
COUNTY ADMINISTRATIVE OFFICERS
COMMUNITY RESIDENTIAL TREATMENT SYSTEMS
* ADVISORY COMMITTEE

FROM: Office of the Director

APPLICATIONS FOR FUNDING FOR COMMUNITY RESIDENTIAL TREATMENT SYSTEMS - DDM 78-15

The Legislature enacted AB 3052 (Bates) in the last legislative session. This act establishes legislative intent and guidelines for counties to establish Community Residential Treatment Systems within the mental health programs. The amount of \$3 million was appropriated to implement this act during Fiscal Year 1978/79. Counties are encouraged to apply and to utilize contract providers whenever possible in their proposals.

Enclosed you will find: (1) information and guidelines for applying for program funding under this act, (2) application instructions and format, (3) a copy of AB 3052, and (4) a list of members of the Community Residential Treatment Systems Advisory Committee.

Service Area Program Analysts will initially review and comment on applications forwarded from counties. It is anticipated that applications and Program Analysts' comments will be reviewed by the Advisory Committee on January 25, 1979. This Committee will then forward its recommendations to me. I anticipate notifying counties of approved applications by mid-February of 1979. Approved programs will then be authorized as soon as the Short-Doyle plans have been formally amended to encompass the approved program.

Please contact your Service Area Program Analyst for assistance or clarification of the provisions or procedures related to implementing this act. In addition, consultation is available from members of the Advisory Committee and from the Office of Assemblyman Tom Bates.

County applications should be mailed c/o Don Z. Miller, Director, Division of Community Services, 714 P Street, Sacramento, CA 95814. Applications must be received in this Office on or before the close of business on January 10, 1979.

Dale H. Farabee
DALE H. FARABEE, M.D.
Director
Department of Mental Health

ENCLOSURES

cc: Service Area Program Analysts

EXHIBIT A

EXHIBIT A

Applications for Community Residential Treatment System Funding

Purpose: Counties may apply for funds to establish or augment one or several program elements as components of an identified system of residential treatment programs which offers a range of alternatives to institutional care. If the application for funding is for only a portion of these elements there must be an indication by the county as to how the remaining elements will be provided. The program elements are as follows:

1. For augmentation only of an existing crisis unit for evaluation, diagnosis, and disposition planning for persons in psychiatric crisis. (Section 5454b)
2. For augmentation only of an existing case management system in which the case manager serves as a coordinator to assure the cooperative operation of the various elements of the system and to act as an active advocate for the clients in the system. (Section 5454b)
3. A short-term crisis residential alternative to hospitalization for persons in acute crisis. Admissions must be possible 24-hours-a-day, seven days a week. (Section 5458a)
4. A long-term residential treatment program with a full day treatment component. (Section 5458b)
5. A transitional residential program designed for persons at risk of hospitalization, but who are able to take part in programs in the general community. (Section 5458c)
6. A semi-supervised, independent, but structured living arrangement for persons not in need of the intensive support of the other system elements, but, who without some support and structure, are at risk to return to a condition requiring hospitalization. (Section 5458d)
7. A day treatment program in a non-institutional setting and employing a rehabilitation focus. (Section 5458e)
8. A socialization center designed to provide regular daytime, evening and weekend activities for persons who require long-term, structured support, but who do not receive such services in their living setting. Such centers shall serve a broad range of clients as well as persons living in the community in general. (Section 5458f)

II. Applicant Eligibility: Throughout the statute, the county is defined as the only applicant. County mental health programs may, and are encouraged to, apply on behalf of public or private contract providers.

Shirley L. Swartz

statutes have delineated the eligibility of proposals for consideration for funding (Section 5453). In submitting proposals, counties must include descriptive narrative covering the following:

1. Survey of all existing residential treatment and day or socialization programs in the area served by the system. The survey shall indicate the manner in which the system elements will coordinate services with existing residential and day programs. (Section 5463)
2. Facilities (Section 5453a)
 - a) settings, whether residential or day, shall be as close to normal as possible without sacrificing client safety or care.
 - b) residential treatment centers shall be relatively small, preferably 15 beds or less, with a non-institutional appearance.
 - c) facilities should be separate and free standing and not part of a large facility attempting to serve an entire range of clients.
 - d) must be appropriately licensed, including provisional licenses. (Section 5454)
3. Staffing Patterns (Section 5453b)
 - a) must reflect to the maximum extent feasible, at all levels, the cultural, linguistic, ethnic, sexual and other social characteristics of the community the facility serves.
 - b) must have multi-disciplinary professional consultation and staff to meet the specific diagnostic and treatment needs of the clients.
 - c) use of paraprofessionals is encouraged.
4. Programs (Section 5453c)
 - a) shall be designed to reduce dependence on psychiatric medication as a primary treatment tool.
 - b) shall have a rehabilitation focus which encourages clients to become more independent.
 - c) shall encourage client participation in the daily operation of the setting in development of treatment and rehabilitation planning and evaluation.
5. Coordination (Sections 5453d and 5459)
 - a) describe methods of achieving specific linkages with the general treatment and social service system as a whole.

- b) describe methods of coordinating the proposed system elements with in-place elements of the system. In particular, counties must demonstrate satisfactory pre-existing capability in the following two elements:
(Section 5454)

- (1) A crisis unit for evaluation, diagnosis, and disposition planning for persons in psychiatric crisis.
- (2) A case management system directly supervised by a psychiatrist, psychologist or a social worker with a Master's Degree.

III. Evaluation (Section 5460)

1. County

- a) describe how the system will be evaluated, both as individual elements and as a system.
- b) identify as separate budget items the costs related to evaluation for: staff and county computer software. Costs for county computer hardware will not be allowable.

2. State

- a) the Department of Mental Health will establish the evaluation criteria (including the mandated client outcome criteria) to be used in the statewide evaluation effort for the required report to the Legislature.
- b) the Department of Mental Health will either conduct or contract for the required statewide evaluation.

IV. County Plan Amendment (Section 5461)

1. Proposals approved for funding must be amended into the county Short/Doyle plan developed for the year the system is implemented.
2. Funds for the approved system proposals will be allocated upon completion of county Short/Doyle plan amendments.
3. Counties are encouraged to develop contracts with public or private providers for the service elements outlined in the approved proposals.
4. Counties may wish to submit their proposals to their Boards of Supervisors at the same time that they submit them to the Department as a means of expediting the county plan amendment if the proposal is approved.

V. Additional Guidelines

1. Applications are for the period January 1, 1979 through June 30, 1979. If funds are appropriated by the Legislature for continuation of the program through the 1979/80 fiscal year then approved applicants will receive continuation funding. If additional funds are appropriated it is anticipated that pending applications not funded because of the limitation of the original appropriation will receive first priority for funding. A new application cycle will be instituted if appropriate.
2. The applicant county shall indicate how it intends to continue the system after July 1, 1979, in the event that additional funds are not appropriated.
3. If county cost sharing is reinstituted, future funds appropriated under this act will be subject to the basic 90 percent cost sharing formula unless excepted by future legislation.
4. Funds allocated under this act may be used only for incremental purposes, not for supplanting existing funding.
5. The main thrust of the bill is to establish programs and services for clients. Therefore, major capital outlay expenditures will not be funded (e.g., facility construction or purchase, computer hardware, etc.).
6. The following program items may be funded:
 - a) additional county staff for the development of the proposed program on a one-time, time-limited basis.
 - b) additional staffing for programs.
 - c) supplemental rates if the costs are separately identifiable as program costs and are over and above basic board and care costs.
 - d) minor remodeling and renovation, e.g., necessary for meeting building code requirements.
 - e) costs of transporting clients between program elements.
7. The applicant county shall indicate in its proposal how all elements of the community mental health residential treatment system described in Section 5458 will be otherwise provided if the county is applying for grant funds for only a portion of these elements.

APPLICATION INSTRUCTIONS

The proposal should include for each program element: 1) a front sheet entitled "Application for Community Residential Treatment System Funds" and 2) a "Detailed Mental Health Budget"; in addition, include a project narrative of no more than 10 typewritten pages and an appendix.

The Project Narrative should include the following information:

PROBLEM:

- Survey of all existing residential treatment and day or socialization programs in the area served by this system.
- Numbers in each target population and level of services provided.
- Identification of gaps in the service system.
- Description of applicant's experience in dealing with the problem.
- Identification of parties involved in developing this application.
- Social economic description of clientele (cultural, ethnic, linguistic).

GOALS:

- Description of what the program is attempting to achieve in broad terms.
Relates to reducing or solving the identified problem.

OBJECTIVES: (what you plan to achieve to reduce the problem)

- Statements which are measurable, that describe the results of your effort, are time limited and possess a minimal level of acceptability.
- Specifically related to improving a client, service element or service system.

Good Example

Ten percent of clients will move from semi-independent living to independent living situations within the project period.

Poor Example

To provide halfway house residential care to 75 clients.

(NOTE: Good objectives talk about change in the client not just a description of an activity and the numbers served.)

METHODS: (how you plan to achieve objectives; description of activities that will take place; personnel, facilities, clients, treatment and delivery system (include in-kind services)).

- Describe what each person employed in project will do. Include those funded from other sources (appropriate social characteristics and skills needed to serve client, etc.).

- Describe facilities and setting (normalization principles should apply as well as licensure requirements and cultural appropriateness)
- Describe how the program will obtain and select clients for the program
- Describe how the treatment operation plan will reduce dependency on medication and is rehabilitation oriented, and actively involves clients.
- Describe the methods of coordinating activities and relationships that will take place. Identify specific linkages for providing a continuum of needed services (especially with treatment, residential and social services) and how the project will integrate with the existing system.
- Describe existing crisis unit and case management capabilities
- Explain how all elements of the community mental health residential treatment system described under Section 1, Items 3-8 of the Guidelines will be provided if project is designed to meet only a portion of these elements.
- Indicate any additional or auxiliary activities client will be involved in related to the program.

EVALUATION: (method and criteria to be used in determining whether each objective is being met)

- Who is doing the evaluation - internal or external
- What data collection or measurement instrument/criteria will be used for clients, individual elements and service system
- How will data be analyzed and summarized

CONTINUATION:

- Describe how the project program elements will be funded after July 1, 1979 should grant funds not be available (Note: The author of the bill intends to pursue legislation asking for continuation funding for the 1979-80 fiscal year.)

BUDGET:

- The program budget for each program element must reflect annualized gross cost with a two-third cost savings factor identified for the first eight months of the fiscal year. Thus, the net cost will be that amount required for operation of the program from March-1, 1979 through June 30, 1979.
- Identify those budget items for costs of conducting evaluation which have been included in your annualized gross costs and indicate these amounts in the area entitled "Other Expenses".

Here are some important points which should be noted:

Expenses for any project cannot be paid until the county plan is amended and the county has contracted a contract with a provider of service.

As grant funds are available for fiscal year 1979-80 projects will be funded at the annualized State General Fund level for the approved projects.

APPENDIX: (Submit following items if appropriate)

- Description of current services offered
- Include up-to-date organization chart including advisory units and how the proposed system fits into the agency and overall service delivery system
- letters of working agreements with other agencies included in the project plan
- Statement of policies relating to eligibility, services, limitations, and fees
- Financial statement of sub-contractor if county is not the service provider
- List of sources of support and other sources of funding being sought which could supplement the project.
- Explanation or clarification of any items in the narrative or budget.

Formal applications are to be submitted in SIX CLEAR COPIES (no ditto copies please) and postmarked no later than January 10, 1979.

Applications should be mailed to: Don Z. Miller, Department of Mental Health, Division of Community Services, 744 F Street, Sacramento, California 95814.

80 FISCAL YEAR
57 COUNTY OF YOLO
DATED April 23, 1980

EXHIBIT "B"

CONTRACTOR: Yolo County Sheltered Workshop

PROVIDER NO: 5711

APPROVED BY _____

This form has been adopted from a State Department of Health form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

45. Gross Cost
Total Cost of CONTRACTOR to provide the service.
50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may affect services, and therefore, gross cost.
51. Subtotal Gross Cost
Item 45 minus item 50
65. Adjusted Gross Cost
Same as item 51
- 68-76 Revenues
Estimate and indentify by payer source the revenues that would be realized for services provided.
77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76
80. Net Cost
Item 65 minus item 77
82. Units of Service
Total patient days, visits or staff hours for services provided.
85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 65, by total units of service, item 82.

EXHIBIT "C"

RATE SCHEDULE

WORK ACTIVITY CENTER	\$25.36 per day
WORK ADJUSTMENT	\$25.36 per day
WORK EXPERIENCE	\$25.36 per day
WORK EVALUATION	\$25.36 per day

EXHIBIT "D"

SHELTERED WORKSHOP, INC.

DEFINITION OF SERVICES

GOALS:

Work Evaluation: Services are designed to assess a client's physical, mental, social and emotional abilities in order to predict current and future employment potential and adjustment.

Using the medium of sub-contract work, the Sheltered Workshop staff can observe and evaluate the client for the following worker qualities:

1. Physical capacity and limitations as are work related.
2. Work habits and attitudes (i.e., ability to learn to work operations using proper safety procedures; work motivation).
3. Retention skills abilities, and type of instruction needed.
4. Kind and amount of supervision required.
5. Work behaviors, (i.e., attendance, punctuality, grooming and hygiene).

Procedures: Work evaluation services can range from four to eight weeks in time, depending on the individual client needs. The client's performance on work is reported by the unit manager, on a weekly basis using Individual Objective Sheets.

At the completion of the work evaluation period, a case staffing is held to determine progress and recommendations for further services and/or employment or termination.

The Program Administrator will forward a written evaluation to the referring agency that will describe the client's current level of vocational development. This report will also contain information which addresses original referral questions.

Services: Situational Assessment, Vocational and Personal Counseling, Education, skills training and social and personal adjustment services.

Admissions Criteria (For all services)

- Documentation of a diagnosed mental, physical and/or social disability.
- A current general medical examination (not more than 12 months).
- Able to provide self-care in mobility, feeding, and toileting.
- Behavior is not harmful to himself or others.
- There is reason to believe that the individual will benefit from the services available.
- The Sheltered Workshop referral form must be completed.
- All available pertinent medical and psychological reports must be submitted.
- All clients who are admitted to the Sheltered Workshop, must be sponsored, self or otherwise.

GOALS:

Work Adjustment: Services are designed to respond to the specific vocational needs as determined by the work evaluation process. Services are directed towards improving the client's attitudes, behavior, interpersonal relationships and work responses so that he/she will exercise his/her capabilities and skills and reduce barriers to sheltered or competitive employment.

Procedures: At the conclusion of the authorized work adjustment period, a case staffing will be held to review the client's progress to date, so that decisions and recommendations regarding future programming may be made. Among others, the following recommendations are considered:

1. Work Experience services required for further training.
2. Competitive placement services.
3. Referral to other community agencies more closely meeting the client's needs.

Services: Situational Assessment in a controlled work environment, social and personal adjustment training, (grooming, hygiene, manners, social relationships training, relations with co-workers and authority figures), vocational and personal counseling, Independent living skills training, communication skills. Job seeking and retention skills training (conducting employment interviews, maintaining appropriate relationships with other employees, accepting supervision and authority, being punctual, employer-employee obligations). Remedial academic instruction to improve vocational efficiency.

GOALS:

Work Experience: Services are designed to provide the client with an ongoing consistent work environment that ensures the development of appropriate work behavior and attitudes until competitive placement can occur. Among others, the following client work behaviors and attitudes are emphasized:

- Increasing their basic work skills (such as endurance, speed, ability to learn, quality and quantity competitive work standards, to develop self confidence, and a satisfactory recent work history).

Services: Sheltered remunerative employment, vocational counseling, basic work skills training (such as increasing endurance and speed, and basic remedial education).

GOALS:

Work Activity Center: Services are designed for those individuals who are unable to function at the level required in one of the above programs. Training is offered in areas of social and personal development, pre-vocational skills, community awareness, basic independent living skills (grooming, hygiene, communication skills), basic academics (money handling; and sign, number, time and money recognition), arts and crafts, and in developing recreational skills. Program objectives include to provide the means by which severely disabled persons can be helped to achieve their maximum vocational potential in a work environment.

(3)
Procedures:- The procedure shall include using written rehabilitation plans and individual objective sheets to evaluate progress and to determine individual program direction.